

## THE WEEKLY REPORTER.

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Vol. 35 of the SOLICITORS' JOURNAL, and Vol. 39 of the WEEKLY REPORTER, commenced November 1st, 1890.

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## VOL. XXXV., No. 21.

## The Solicitors' Journal and Reporter.

LONDON, MARCH 21, 1891.

## CURRENT TOPICS.

WE UNDERSTAND that Mr. Justice CHITTY's last sitting in court before the Easter Vacation will be on this day (Saturday).

IT IS UNDERSTOOD that the Lord Chancellor will not sit with the Court of Appeal on Saturday; and it is probable that, in the absence of Lord Justice LOFES, Court of Appeal No. 1 will rise for the vacation at the end of the present week.

FROM THE vacation notice, which we print in another column, it will be found that Mr. Justice LAWRENCE will be Vacation Judge during the Easter Vacation, and that, in addition to several days' attendance in Queen's Bench chambers, it is provided that urgent chancery matters will be dealt with during the recess, which commences on the 26th inst. and terminates on the 6th of April.

THE LORDS JUSTICES, by leaving Court of Appeal No. 2 and occupying the court of the Lord Chief Justice, have only got rid of one annoyance to suffer from another. In the court they now occupy the draughts are so great, and the influx of cold air is so frequent, as to be a daily source of complaint. The manager of the ventilation being sent for, and remonstrated with, appears to be quite unable to provide an effectual remedy, and the judges continue to suffer from the variable temperature.

ONE OF THE requirements of the rules of November, 1890, under the Companies (Winding-up) Act of last session is (if the forms 14 and 15 in the schedule to those rules are to be strictly followed) that a copy of the petition shall be annexed to the affidavit of service; but it is understood that, in accordance with an opinion expressed by the chancery judges, the registrars will accept affidavits of service framed in the manner formerly used—i.e., by making the original petition an exhibit without annexing a copy to the affidavit.

THERE ARE several points for congratulation in the report presented by the directors of the Solicitors' Benevolent Association to the half-yearly meeting on Wednesday last. Chief among these is the munificence of Mr. JOHN HOLLAMS in forwarding another cheque for £1,000 on behalf of the association. This gift has been invested by the directors to create an annuity of £30, which will be known as the "HOLLAMS' Annuity No. 2," and many needy recipients of this pension in future years will have reason to express their gratitude for this generous consideration of the claims of the poor and needy.

WE PRINT elsewhere two very able circulars, issued respectively by the Liverpool Law Society and the Gloucestershire and Wiltshire Law Society, setting forth the reasons against the Public Trustee Bill. Both of them, as well as a letter we print elsewhere, refer to the effect of the measure in placing in the hands of the State a large part of the trust funds of the country; and we are inclined to think, with the Gloucestershire Society, that this may be the real reason why the Bill has been taken up by the Government. It is not solicitors only, but bankers, who are interested in opposing the Bill, and surely some united action can be devised between these classes.

WE NEED hardly say that when we commented last week on the Clitheroe abduction case, we had not the slightest idea that an application for a writ of *habeas corpus* was in contemplation. On Monday, however, an application was made on behalf of Mrs. JACKSON for the writ, and the Divisional Court, following *Re Cochrane* (to which we referred), not only held that Mr. JACKSON was within his rights in seizing and detaining his wife, but went further, and refused to grant, what was granted in *Re Cochrane*, a writ of *habeas corpus*. In this we think an error was made, for there was enough in the case to justify giving the lady an opportunity of stating her case. On the following day, however, the Court of Appeal granted a writ of *habeas corpus*, and on Thursday Mr. and Mrs. JACKSON came before the Court of Appeal, consisting of Lords HALSBURY and ESHER and Lord Justice FRY (who were accompanied on the bench by some ladies). After interviewing Mrs. JACKSON, the court decided that a husband had not, according to English law, a right to confine the person of his wife, and two of the judges expressed an opinion that no such right ever existed by the common law of England. The same two judges also expressed a doubt whether his methods of capture and detention did not shew that Mr. JACKSON was unfit to have the custody to which he claimed a right, and they also thought their opinion as to the present state of the law was strengthened by 47 & 48 Vict. c. 68. Lord Justice FRY was careful to base his judgment, in a great measure, on the recent statute. With deference to the learned judges, we venture to think that, whether rightly or wrongly, the law has been altered by the decision; and we propose hereafter to consider this important question in more detail than time allows this week.

IN A CASE of *Re Dodworth* (reported elsewhere) an exceedingly troublesome detail of practice has been laid at rest by Mr. Justice CHITTY. For some reason which is not very easy to define, the decision of the Court of Appeal in *Re Orde* (31 W. R. 201, 24 Ch. D. 271) has been read at the Central Office to mean that the description "gentleman" is not a sufficient description of the deponent to an affidavit to admit of its being filed. As a matter of fact that case is no authority for refusing to file an affidavit because the deponent is described as "gentleman," but merely decides that the court will not receive the evidence of a person swearing to the fitness of a proposed trustee without some fuller description of the witness than that of "gentleman." There is a wide distinction. For the purpose of filing an affidavit the description of a deponent is merely required for purposes of identification of the individual. But when the court has to consider the value of the evidence put before it in an affidavit, it is obvious that it must attach weight to the *status* of the witness. For example, "clerk in holy orders" is a description which could not be taken exception to; but if a witness so described were to give evidence requiring medical knowledge and experience the court would doubtless reject it as worthless. Mr. Justice CHITTY has held that for technical purposes "gentleman" is a good description of a deponent to an affidavit. There is one rather entertaining feature connected with this case. In another matter an affidavit by a deponent described in the same way was, almost at the same time that this decision was given, ordered by the same learned judge to be filed, and the deponent to the affidavit in question was a "marksman." He may have been a "gentleman"—let us not by any means deny him the full honours of the title—but he

had never learnt to read or write! This is, surely, a delightful illustration of the real value of the description "gentleman."

WE HAVE more than once had occasion to refer to the case of *Western National Bank of New York v. Perez Triana & Co.* (39 W. R. 245, 1891, 1 Q. B. 304), where it was held that a foreign firm could not be sued as a firm, but that the action must be brought against the individual partners. As we pointed out in a previous article on this subject (*ante*, p. 256), this decision is a very hard one for the English trader. It places him altogether at a disadvantage. His contract is entered into with the foreign firm in the firm's name. He can have no means of knowing who the individual partners are. It is frequently impossible for him ever to discover their names. Since the decision of the Court of Appeal was given, more than one action brought against a foreign firm has broken down on this account. Why should a trader be debarred from suing the trading body, whether company, or firm, or individual, who entered into the contract with him? Of course, if the court would be transgressing any established doctrine of international law by allowing writs to be served out of the jurisdiction on foreign firms, the English trader would have to submit to being denied that right. But before the right is taken from him it ought to be perfectly clearly established that there is sufficient ground for doing so. Suppose, for example, it were shewn that in one European country the law as regards suing and serving firms is the same as our own, would not the dissent of the Master of the Rolls from the judgment delivered in this case acquire greater force? And would not the hardship inflicted by the case on the English trader seem greater than ever? It appears that under the Italian law a firm can be sued and served in precisely the same way as in England. Article 137 of the Italian Procedure Code provides that a summons or writ against a firm or company of commerce must be served only on one of the "representatives" of such firm or company. A partner or manager of a firm or company is a "representative" thereof. In an action commenced before the judgment in *Western National Bank of New York v. Perez Triana & Co.* was delivered, an Italian firm was sued, and service was effected by serving a partner in such firm. When application was made to enter judgment in default of appearance, the plaintiff found himself, in consequence of this decision, under the necessity of amending the writ by adding the partners' names. On applying to an Italian advocate for assistance he was informed that it was quite unnecessary to sue or serve the individual partners, as service on a partner in a firm was in Italy good service on the firm. It is to be hoped that this fact will be brought to the knowledge of the Rule Committee, who are reported to be at present engaged in evolving order out of the chaotic rules of the Supreme Court as to partners. It may be the same in other continental countries as it is in Italy. We do not assert that it is so, but the fact could easily be ascertained, and ought to be made the basis of the required amendment of our rules as to suing foreign firms. For if the law of a foreign country allows a firm in that country to be sued and served as a concrete body, why should the law of England deny to Englishmen the right to sue and serve a firm in that foreign country according to the law of the country?

WE HAVE several times called attention to the operation of the 47th section of the Bankruptcy Act, 1883, in connection with *Re Briggs and Spicer* (*ante*, p. 261). Trustees should be on their guard against this effect of the Bankruptcy Act in a case of very common occurrence. Personality is settled on marriage on the usual trusts for husband, wife, and children. After the death of either parent, the survivor appoints a share of the settled fund to a child, and releases his or her life interest in the appointed share, to the intent that the share may vest in possession in the child, and that the latter may be entitled to an immediate transfer by the trustees. If the transaction is for value—as, for instance, if it is part of the arrangement made on the marriage of the child—the trustees can safely transfer the share to the child, but they cannot do this if the release of the life interest by the parent is voluntary, as in the latter case it is a voluntary settlement within the meaning of the Bank-

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ruptcy Act. We have come across a case in practice where the risk of the parents' bankruptcy was insured against. As, however, trustees are not bound to trust to an insurance, it is always safer in such a case for the child to give some valuable consideration. The following scheme might, for instance, possibly succeed. Let the release be in consideration of the child covenanting to pay an annuity to the parent. The release being for value, the trustees can safely transfer the share to the child. When this is done, let the parent release the annuity to the child without the knowledge of the trustees. The latter release is a voluntary settlement; but if it is set aside under the provisions of the Bankruptcy Act, the trustees are not liable; it is the child who will suffer. It must, however, be remembered that this artifice for the protection of the trustees will probably fail if the same solicitor acts for the parent and the trustees, as the latter might in that case be deemed to have notice of the whole transaction, which, it must be remembered, is, if the bargain for the release of the annuity is made simultaneously with the rest of the arrangement, really an agreement for a voluntary settlement, so that the trustees would not be safe in handing over the share to the child. In a case of this nature the safest and least expensive plan is to dispense with a release by the parent of his life interest, and for the parent and child, as soon as the appointment is made, to concur in requesting the trustee to sell the share, and to pay the proceeds to their joint account at a bank. It will be observed that, as the parent and child are between them owners of the share, the trustee is bound to obey their request, and subject to his seeing that the succession duty is commuted, or to his retaining sufficient property to enable him to pay it when it becomes due, he runs no risk; though in a case of this sort it is the practice to give to the trustee, and he can probably require, a release under seal from the parent and child. When the money has been paid into the bank, the parent and child can deal with it in any manner in which they may think fit, but the manner in which they deal with it is, generally speaking, a matter with which the trustee is not concerned.

LAST WEEK we printed a letter from a correspondent, in which he asked some questions as to some of the common forms. We propose to answer them by degrees; but before doing so we beg to express our sense of the obligations that our correspondent has placed our readers under by asking these questions. Nothing is more likely to lead to clear and intelligible drafts than a full knowledge on the part of the draftsman of the meaning of the common forms. The first question asked is this:

"In a lease by a mortgagee and mortgagor is it usual and correct for a mortgagee to give a covenant for quiet enjoyment in the usual form, or a covenant against incumbrances; and, if the latter, would such a covenant prevent a general warranty arising from the use of the word 'demise'?"

The law is, we believe, correctly laid down in 1 K. & E. Comp. 741 (note), where the authors say: "Where a trustee, executor, or mortgagee grants a lease without the concurrence of any other person willing to covenant, he often gives the covenant for quiet enjoyment, as the liability under it is not very onerous; but it is conceived that in strictness a trustee, executor, or mortgagee cannot be compelled, even where the lease is granted pursuant to a contract entered into by the settlor, testator, or mortgagor, to enter into any covenant except that he has not incumbered: see *Warley v. Frampton* (5 Hare, 560) and the cases there cited, and Dart's V. & P., 6th ed., p. 623." In the forms of leases by mortgagor and mortgagee, given in the same book at pp. 910 and 912, the mortgagees enter into covenants for quiet enjoyment. In every lease in Mr. Davidson's Precedents, where a mortgagee, either alone or together with a mortgagor, demises, the mortgagee enters into the covenant for quiet enjoyment. The latter part of the question under discussion is whether the covenant against incumbrances prevents a general warranty arising from the use of the word "demise." Two covenants are implied by the word "demise"—one that the lessor has power to demise, the other that the lessee shall have quiet enjoyment during such part of the term as elapses during the lessor's life (Elph. N. & C. Interp. 422), but (*Ib.* 424) "where a deed contains express covenants, no implication of any other covenants on the same subject-matter can be raised." It is well known

that the insertion of an express restricted covenant for quiet enjoyment prevents the implication, not only of the covenant for right to enjoy, but also that of the covenant for right to demise; and in like manner the insertion of the common covenant against incumbrances, which is in effect a restricted covenant for right to demise, prevents either of the covenants being implied by the word "demise."

IN THE CASE of *Re Nuthall, Ford v. Nuthall*, which recently came before the Court of Appeal, the question for consideration was whether an order under section 5 of the Debtors Act, 1869, for payment of a judgment debt (recovered in the High Court and provable in bankruptcy) by instalments of so much a month, was rightly made by CAVE, J., after a receiving order had been obtained against the judgment debtor, upon his own petition, under section 8 of the Bankruptcy Act, 1883. In holding that the first-mentioned order was wrongly made, it is submitted that the Court of Appeal (Lord HALSBURY, C., Lord ESHER, M.R., and FRY, L.J.) came to the only justifiable conclusion, having regard to the terms of ord. 25, r. 29, of the County Court Rules, 1889, which, by rule 361 of the Bankruptcy Rules, 1886, is expressly made applicable to all courts having jurisdiction under section 5 of the Debtors Act, 1869. The county court rule above mentioned provides that when a judgment debtor has satisfied the judge, upon the return day of the judgment summons, that a receiving order has been made for the protection of his estate, and that the debt was provable in the bankruptcy, no order of commitment shall be made, except in accordance with the provisions of section 122 of the Bankruptcy Act, 1883, which, however, only applies when judgment has been obtained in the county court. It is true that this rule, in terms, merely prohibits the making of an order of commitment, while the order of CAVE, J., was for payment by instalments. But, as was pointed out by Lord ESHER, M.R., the summons upon which the order was made was for a commitment, while the order itself was merely alternative to an order of commitment which the judge was invited to make.

#### THE LIABILITY OF MARRIED WOMEN FOR BREACHES OF TRUST.

##### I.

In this article we intend to discuss the manner, and the extent to which, married women have been made—or rather we ought to say the property of married women has been made—liable by recent legislation for breaches of trust committed by them, or by other persons at their instigation.

In order to do so it is necessary to discuss shortly the previous law as to the liability of married women on their contracts, as, owing to the somewhat involved drafting of the Married Women's Property Act, 1882, the liability of a married woman in respect of breaches of trust committed by her depends, to some extent, on her liability to satisfy her general engagements out of her separate estate independently of legislation. It is also necessary to discuss the liability, under the previous law, of *cestui que trusts* who concur in or instigate breaches of trust, as it will be found, perhaps contrary to the received opinion, that the changes in this liability made by the Trustee Act, 1880, are not very large.

At common law a married woman is under an absolute disability to contract. She cannot, with some exceptions not necessary to be considered in this place, incur a debt. Equity, however, as soon as it had established the doctrine of separate estate, enabled a married woman to contract so as to bind it. It was held by Lord TIRUNILOW in *Hulme v. Tenant* (1 Br. C. C. 16) that the general engagements of a married woman, made without reference to her separate estate, bound it. After a great deal of difference of opinion it was decided in *Johnson v. Gallagher* (3 De G. F. & J. 494) that, in order to bind the separate estate by an engagement, that engagement must be made with reference to and upon the faith or credit of that estate, and that the question whether an engagement was so made must be determined on consideration of all the circumstances. It has also been decided that the fact that the separate estate of a

married woman is subject to a restraint on alienation, shews that her contract was not entered into in respect of that estate: *Harrison v. Harrison* (13 P. D. 180).

If a married woman is living with her husband it is hardly to be supposed that she intends to render her separate estate liable for all the things she orders for household purposes. The tradesman from whom she orders goods of this nature does not give credit to her, he gives credit to her husband, believing, as the fact in most cases is, that she gives the orders as his agent. On the other hand, if she is living apart from her husband the tradesman gives credit to her, and she must in most cases intend to act honestly, and to pay for the things she orders out of the only fund over which she has any control—i.e., out of her separate estate.

It followed from this doctrine that the engagements of a married woman could only be enforced against the property which was her separate estate at the time she entered into the engagement, as that was the only estate with reference to which she could contract (*Pike v. Fitzgibbon*, 17 Ch. D. 454); that they could not be enforced against income which she was restrained from anticipating (*Draycott v. Harrison*, 17 Q. B. D. 147); nor against separate property as to which she could not be reasonably supposed to have contracted [her own clothes, for instance] (*Leake v. Driffield*, 24 Q. B. D. 98).

Ever since the doctrine of separate estate has been admitted, it has been held that the wife can dispose of personalty settled to her separate use either during her lifetime or by will, the reason being that originally separate estate was created solely by the husband's agreement, and that no one but himself was interested in the wife's personality, and he was therefore the only person whose rights were affected by her disposing of it. But the same view was not taken of real estate settled to the separate use of a married woman, as it would on her death descend on her heir-at-law. However, it was determined by Lord WESTBURY in *Taylor v. Meads* (4 De G. J. & S. 597) that where real estate was settled to the separate use of a married woman she could dispose of it, or rather of her equitable interest in it, by deed or will.

It has long since been settled that a *feme covert* can exercise a power, whether taking effect by virtue of the Statute of Uses or operating in equity only: *Peacock v. Monk* (2 Ves. sen. 191). It was considered that as any property appointed by her in exercise of a general power did not thereby become her separate property, it was not liable to answer her engagements: *Vaughan v. Vanderstegan* (2 Drew., at p. 193). There is a good deal of doubt whether this view would now be followed. It has been decided that where a life income is settled on a married woman for her separate use, either with or without any restraint on anticipation, followed by a general power of appointing by will, any property which she appoints becomes assets for the purpose of satisfying those engagements for which her separate estate is liable: *London Chartered Bank of Australia v. Lempriere* (L. R. 4 P. C. 572), *Re Harvey* (13 Ch. D. 216), *Hodges v. Hodges* (20 Ch. D. 749). There is, perhaps, some difficulty in seeing how, in cases where the life interest is subject to a restraint on anticipation, the married woman could be considered to contract engagements with reference to it (*Harrison v. Harrison*, 13 P. D. 180). These cases were considered by KAY, J., in *Re Roper, Roper v. Doncaster* (39 Ch. D. 482), where he declined to admit that property over which a married woman had a power of appointment, but in which apparently she had not a life interest, became assets to satisfy her general engagements on her exercising the power.

At common law a married woman was not liable for torts, and equity, following the law, held that her separate estate was not liable for her torts or breaches of trust: *Wainford v. Heyl* (L. R. 20 Eq. 321), but where she makes away with part of the *corpus* of trust property settled on her for life for her separate use, without any restraint on anticipation, her life interest may be impounded to make good the loss, on the principle that she has received by anticipation part of the property coming to her under the settlement: *Clive v. Carew* (1 J. & H. 199). Where she fraudulently deals with her separate estate her interest in it may be applied in making good the fraud: *Vaughan v. Vanderstegan* (2 Drew. 363), *Green v. Lyon* (21 W. R. 695).

We proceed to consider some of the changes in the law made by the Married Women's Property Act, 1882 (45 & 46 Vict. c. 75).

The Act provides, s. 1 (4), that "every contract entered into by a married woman shall be deemed to be a contract entered into by her with respect to and to bind her separate property unless the contrary be shewn."

In order to shew that a married woman intends to bind her separate estate by her general engagements, it must still be shewn that she had at the time of contracting it some separate estate as to which she might reasonably be held to contract, and as to which she was not restrained from anticipation: *Re Shakespear* (30 Ch. D. 169), *Leake v. Driffield* (24 Q. B. D. 98), *Southern Counties Deposit Bank v. Farquhar* (34 SOLICITORS' JOURNAL, 182).

By section 1 (4) the contracts binding the separate property of a married woman are made to bind her future separate property, thus rendering the rule laid down in *Pike v. Fitzgibbon* (17 Ch. D. 454) inoperative in cases after 1883; but it is still necessary for the woman to have some separate property at the time when she enters into an engagement in order to bind her after-acquired separate property.

Section 4 provides that "the execution of a general power by will by a married woman shall have the effect of making the property appointed liable for her debts and other liabilities in the same manner as her separate estate is made liable under this Act."

Though the language of this section might have been more clear, there can be but little doubt that the debts and liabilities referred to are those which by other parts of the Act are made to affect her separate estate.

The 24th section provides that "the word contract in this Act shall include the acceptance of any trust . . . and the provisions of this Act as to liabilities of married women shall extend to all liabilities by reason of any breach of trust committed by a married woman. . . ."

The practical result is one of some importance. The effect of the section under consideration and section 1 (2) appears to be to make every liability arising from a breach of trust by a married woman to have the same effect as if it were a liability arising from contract affecting her separate estate, and that whether at the time when the breach of trust is committed she has any separate estate or not. Section 4 makes the property appointed under a general power to appoint by will liable for (*inter alia*) her breaches of trust. So that, where a married woman commits a breach of trust and exercises a general power of appointment by will, the appointed property can be applied in making good her breaches of trust.

#### PAYMENT INTO COURT ON DISCOVERY.

ORD. 31, r. 26, of the Rules of the Supreme Court has always been somewhat of a puzzle to masters, officials, solicitors, and all concerned in giving effect to its provisions. In its design it is a most excellent rule, and it has produced the precise effect which, according to the statement of the Master of the Rolls in *Aste v. Stumore* (13 Q. B. D. 326), the Rule Committee intended that it should produce. It has protected litigants against themselves, and put a check upon the abuse which had previously grown up of administering lengthy and unnecessary interrogatories. But that its meaning is not clear is evidenced by the number of interpreting judgments it has called forth, and by the fact that, notwithstanding these judgments, uncertainty still prevails as to its precise intention. In the last of these judgments the Divisional Court has adopted, as the basis of its interpretation of the rule, a consideration which is entirely novel in the sense that it formed no part of the grounds on which previous decisions had been arrived at. Although the court did not apparently intend to overrule any of the preceding decisions, the new principle of construction which it enunciated can hardly fail to come in conflict with the principle upon which previous judicial construction of the rule has been based.

It is of considerable practical importance to solicitors to know precisely what are their liabilities under this rule, for they have to carry it out for themselves. If an order for discovery is obtained, what is the amount to be paid into court for security for costs of the discovery? If the solicitor pays in less than the prescribed amount, the answer or affidavit of documents, as the case may be, can be refused. If such a refusal, however, is

wrongly given, the client becomes liable to attachment. It is, therefore, of great importance that there should be no doubt as to what the prescribed payment into court amounts to when it becomes necessary to apply the rule to the varying circumstances of particular actions. And yet it is this very point which still remains in obscurity, even after the court has dealt with it in so many decided cases.

Ord. 31, r. 26, is as follows:—

"Any party seeking discovery by interrogatories shall, before delivery of interrogatories, pay into court to a separate account in the action, to be called 'Security for Costs Account,' to abide further order, the sum of £5, and, if the number of folios exceeds five, the further sum of 10s. for every additional folio. Any party seeking discovery otherwise than by interrogatories shall, before making application for discovery, pay into court to a like account, to abide further order, the sum of £5, and may be ordered further to pay into court as aforesaid such additional sum as the court or a judge shall direct. The party seeking discovery shall, with his interrogatories or order for discovery, serve a copy of the receipt for the said payment into court, and the time for answering or making discovery shall in all cases commence from the date of such service. The party from whom discovery is sought shall not be required to answer or make discovery unless and until the said payment has been made."

In considering the cases under this rule we will deal first with those under the first part of it, concerning discovery by interrogatories.

Immediately after the rule came into operation the first decision under it was given by FIELD, J., who at that time was sitting in chambers with the express purpose of settling questions of practice arising under the new rules. In *Smith v. Reed* (W. N., 1883, p. 196) there were seven defendants defending separately by different solicitors. A separate set of interrogatories was delivered to each defendant, and it was held that the amount prescribed by the rule must in such a case be paid into court in respect of each set of interrogatories. The next case bearing on this point was *The Whickham* (53 L. T. 236), where a single plaintiff delivered one set of interrogatories to thirty-four defendants all defending by one solicitor. BUTT, J., ordered one payment into court in respect of all the defendants collectively. The force of this decision is somewhat weakened, however, by the circumstances under which it was given. The application was by the plaintiff, asking the court to dispense with the usual security, and the judge, "in the exercise of his discretion," ordered one payment into court only to be made. However, the same point arose in *Eder v. Attenborough* (37 W. R. 507, 23 Q. B. D. 130), and was there decided on its merits. In that case there were several defendants who appeared by the same solicitor and joined in their defence. One set of interrogatories alone was delivered, with an appended note particularizing the separate interrogatories which each defendant was required to answer. The salient feature of this case was that there was only one defence and one set of interrogatories. It was therefore distinguishable from *Smith v. Reed*, where there were several defences and several sets of interrogatories. The court decided that one payment into court was sufficient for all the defendants interrogated. In *Liverpool, &c., Aerated Bread Co. v. Firth* (39 W. R. 269, 1891, 1 Ch. 367) the circumstances were precisely similar to those in *Smith v. Reed*, and the judge had no difficulty in following the latter case, notwithstanding *Eder v. Attenborough*, which he did not consider to be in conflict with it. Finally, in *Aste v. Stumore*, it was held that, although parties agree by mutual consent to dispense with the prescribed deposit, the court may still refuse to dispense with it, and will do so in a proper case.

These are the cases under the rule dealing with payment into court on discovery by interrogatories. They are perfectly clear, and entirely consistent with one another. If one set of interrogatories only is administered, only one payment into court need be made, provided there is only one defence, though there may be several defendants. If there are several defendants defending separately, a separate payment into court must be

made in respect of each defence. Presumably also—though the point is not directly decided—if several defendants joining in one defence are interrogated individually by *separate sets* of interrogatories, a payment into court would be necessary in respect of each set of interrogatories (*cf. Smith v. Reed*).

Before considering the decisions on the second part of the rule, dealing with payment into court on discovery of documents, it will be well to consider how far the decisions on the first part of the rule are to be applied to the second part, and *vice versa*. Fortunately we are not left in doubt on this point. The case of *Liverpool, &c., Aerated Bread Co. v. Firth* (*supra*) dealt with both branches of discovery, and STIRLING, J., held in that case that the construction put upon one part of the rule must be placed also upon the other part, the only difference being that, in lieu of the party interrogating paying into court 10s. for every folio exceeding five, the additional amount to be paid in when an affidavit of documents was ordered, which would probably be of unusual length, was left to the discretion of the court. Moreover, in *Eder v. Attenborough*, which was a case on discovery by interrogatories, the decision in *Campbell v. Lord Poulett* (W. N., 1884, p. 48), which was a case on discovery of documents, was expressly followed. We may take it therefore that the same principle of construction has been held to govern the practice under both parts of the rule.

The decisions on the second part of the rule as to payment in on discovery of documents are, with one important exception, in complete harmony with the decisions on the first part of the rule. The first case was that of *Campbell v. Lord Poulett* (W. N., 1884, p. 48), in which a defendant obtained an order for discovery of documents against five plaintiffs. The latter applied for five separate payments into court of £5 each, on the ground that they would have to make separate affidavits of documents. FIELD, J., held that as they had joined together in suing one defendant, only one payment into court was necessary. The next case was *Liverpool, &c., Aerated Bread Co. v. Firth* (*supra*) in which a plaintiff obtained an order for affidavits of documents by several defendants, defending separately. In this case STIRLING, J., held, following *Smith v. Reed*, that a payment into court of £5 must be made in respect of each separate defence. The case of *Cooke v. Smith* (39 W. R. 273) touched upon another point which may be mentioned in passing. It was held in that case that the power of the court to order a further payment in (beyond the £5) under the latter part of the rule was not limited to the time when the order for discovery was made. Up to this point all the cases on both portions of the rule are consistent with one another; one payment in is sufficient on an order for discovery of documents against several co-plaintiffs; several payments in must be made when such an order is obtained against several defendants defending separately. But a new departure has been taken in *Joyce v. Beale* (*ante*, p. 263), where the Divisional Court struck out an entirely new line. In that case there were two defendants, defending separately, and the plaintiff obtained an order against them for discovery of documents. In accordance with *Liverpool, &c., Aerated Bread Co. v. Firth* and *Smith v. Reed* the master ordered two payments into court of £5 each. The case of *Eder v. Attenborough* was, as we have shewn, no authority against this order, because in that case there were several defendants joining in one defence, and POLLOCK, B., specially pointed out in delivering judgment that "it was not a case of different defendants defending by separate solicitors." Moreover, FIELD, J., was the other judge in that case, and he adopted his own previous judgment in *Campbell v. Lord Poulett*, which at the time he delivered it he did not consider to be inconsistent with *Smith v. Reed*. The master's order, therefore, was entirely in accordance with all the decided cases. The Divisional Court, however, set it aside, and in the course of a written judgment it propounded the following new principle of construction to be applied to the rule. The term "party," as applied to defendants, means any number of defendants sued on the *same cause of action*. It makes no difference, for the purpose of construing this rule, whether they defend jointly by one solicitor, or separately by several. So long as the alleged cause of action against them is one, they are only one party. Therefore, where an order for discovery is obtained against several defendants, one payment into court only is necessary, provided there is only one cause of

action, although the defendants may be defending separately by different solicitors.

The conflict between this case of *Joyce v. Beale* and that of *Eder v. Attenborough* (both Divisional Court judgments) is both striking and important. Although the two decisions are similar in their result as applied to the respective cases in question, they are entirely opposed to one another in principle. In *Joyce v. Beale* the court held that when discovery was sought in an action against several defendants, the question whether there was to be one payment into court or several was to depend entirely on whether there was one cause of action or several. As there was in that case only one cause of action there should be only one payment in, although there were two defendants defending separately. Now in *Eder v. Attenborough* there were several separate and distinct causes of action, and several defendants appearing and defending by one solicitor, and the court held that only one payment into court should be made. The fact of there being separate causes of action was pressed upon the court as a ground for ordering several payments in; but the court considered that it had nothing to do with the question. The judgment of FIELD, J., was quite clear on this point. In rejecting this consideration he said: "If the transactions are so separate that a learned judge might think they ought not to be tried together, that would be the subject of a distinct application. . . . The rules give the right of joining plaintiffs in as many interests as you please, and as many defendants in respect of as many rights as you have against them. . . . We have no right to do more than the rule itself prescribes."

It can hardly be doubted that the important decision in *Joyce v. Beale* will lead to others, because the new principle of construction which it applies to the latter part of this rule will in all probability be applied by some parties to the former part, and such application will be resisted by other parties whom it affects adversely. The link between the two divisions of the rule is firmly established, and the established practice of payment into court on discovery by interrogatories is completely opposed to the decision in *Joyce v. Beale*. It is not easy to root out an established practice, especially when the new ruling which necessitates the change is not delivered on the precise point of practice which it has the effect of changing. It is most improbable, therefore, that the judgment in this case will pass unchallenged.

FRANCIS A. STRINGER.

## REVIEWS.

### INTERNATIONAL LAW.

FOREIGN AND DOMESTIC LAW. A CONCISE TREATISE ON PRIVATE INTERNATIONAL JURISPRUDENCE, BASED ON THE DECISIONS IN THE ENGLISH COURTS. By JOHN ALDERSON FOOTE, Barrister-at-Law. SECOND EDITION. Stevens & Haynes.

In this second edition of Mr. Foote's useful work no change has been made in the general arrangement, but it has been carefully revised so as to include the recent decisions, and its size has been increased in consequence by about a hundred pages. One of the most important additions concerns the question of legitimacy for the purposes of succession to moveables upon an intestacy, and Mr. Foote points out (pp. 62, 267) that it is now finally settled by *Re Goodman's Trusts* (29 W. R. 586, 17 Ch. D. 266) that the legitimacy of a child claiming as next of kin under the English Statute of Distributions is to be decided by the law of his domicil, that is, the law of his father's domicil at his birth; although in cases of legitimization by subsequent marriage, *Vaucher v. Solicitor to the Treasury* (37 W. R. 1, 40 Ch. D. 216) shews that the legitimization must be recognized, not only by the law of the father's domicil at the time of the birth, but also by the law of his domicil at the time of the marriage. There still remain, however, some doubtful cases with regard to successions to immovable property. Thus, while *Birtwhistle v. Vardill* (7 Ch. & Fin. 895) is conclusive that, for the purpose of inheriting land, the heir must be legitimate by English law, and *Freke v. Carbery* (L. R. 16 Eq. 461) decides that, for the purposes of private international law, leaseholds are to be classed with freeholds as immovable property, it is open to argument whether they are also land within the principle of the former case. If so, then the next of kin are on the same footing as the heir in the case of freeholds, and, like him, they cannot take unless legitimate by English law. The question is dealt with by Mr. Foote in a very interesting note (p. 214), where he argues with much force that the decision in *Birtwhistle v. Vardill* was really confined to hereditaments, and that the doctrine that leaseholds are to be treated

as immovables, so as to be governed by the *lex situs*, affords no reason why the legitimacy of the next of kin should not be tested as in ordinary cases of personal property. A somewhat similar question arises as to the effect of a devise of English land "to the children of A." Here, too, it would seem that the legitimacy of A.'s children ought, on the principles laid down in *Re Goodman's Trusts*, to depend on the law of the domicil of their father at the time of birth, and not on the narrow doctrine established with regard to the legitimacy of an heir (p. 201). On the subject of the capacity to contract, the *dictum* of COTTON, L.J., in *Sotomayor v. De Barros* (26 W. R. 455, 3 P. D. 1), that "it is a well-recognized principle of law that the question of personal capacity to enter into any contract is to be decided by the law of domicil," still gives trouble, and Mr. Foote maintains (p. 338), as in the previous edition, that the decision is really applicable only to the contract of marriage. It was followed, indeed, in the recent case of *Re Cooke's Trusts* (56 L. J. Ch. 637), but there also the contract had reference to marriage, and the question of the general capacity to contract cannot be regarded as settled.

Amongst other matters in which the law has been modified or explained by recent decisions, and to which Mr. Foote calls attention, we may instance the possibility of serving a writ upon foreign corporations, though not on partnerships, by service on the manager of an agency in England (p. 107); the doctrine of the *Orr-Ewing case* (32 W. R. 573, 9 App. Cas. 35), that an English court can, and may even be bound to, administer the estate of a testator dying domiciled abroad (p. 253), and the summary, given in *Rousillon v. Rousillon* (28 W. R. 623, 14 Ch. D. 351), of the circumstances under which a foreign judgment will be regarded as valid (p. 547). A valuable discussion is also added (p. 247) upon the mode of assignment of *choses in action*. The whole edition has been very carefully revised, and it will increase the reputation of the work as a standard authority.

### BOOKS RECEIVED.

The Law relating to Trusts and Trustees. By HENRY GODEFROI, B.A., LL.B., Barrister-at-Law. SECOND EDITION. Stevens & Sons, Limited.

The Law and Practice under the Settled Land Acts, 1882 to 1890. By AUBREY ST. JOHN CLERKE, B.A., Barrister-at-Law. SECOND EDITION. Sweet & Maxwell, Limited.

A Treatise on the Law of Collisions at Sea. By REGINALD G. MARSDEN, Barrister-at-Law. THIRD EDITION. Stevens & Sons, Limited.

The Law List, 1891. Stevens & Sons, Limited.

### CORRESPONDENCE. THE PUBLIC TRUSTEE BILL.

[To the Editor of the *Solicitors' Journal*.]

Sir,—The letter from the Yorkshire Law Society to Col. Howard Vincent, M.P., referred to in your issue of the 14th inst., should rouse the legal profession to the absolute necessity of taking up arms against officials who are constantly attacking every branch of our profession. We have many members in the House of Commons who are, or who have been, lawyers, and I would suggest that the legal papers should publish a list of the names of those gentlemen, so that the profession may know which of them fail to protect its interests, and which of them are actively engaged in assisting the Government officials in their work of destruction. These gentlemen on getting into Parliament seem to fall at once into the hands of officials, and either adopt or are afraid to oppose what the latter propose.

The danger of allowing an official to once open his offices, which you point out in one of the leading articles of your issue of the 14th inst., may be further illustrated by the Bankruptcy Act of 1883. This Act has been an absolute failure, fiscally; the fees received not having been sufficient to pay the salaries of the officials and other expenses connected with the Bankruptcy Division. The Registration of Deeds of Arrangement Act, 1888, was passed, the object of which was to stop the private arrangements, by which fees and percentages were abstracted from creditors' assets for doing absolutely nothing. Notwithstanding the large sums obtained from the public by these means, the machinery of the Act of 1883 was worked last year at a loss, I believe of about £30,000, to the country, and the Act itself would in a few years have become a dead letter but for the passing of "The Companies (Winding-up) Act of 1890," in the passing of which officials were assisted by some leading men of the profession in Parliament; and this Act has been, and will be, the means of abstracting from the profession business, and putting into the Exchequer sums for fees and percentages without any corresponding advantage to the public. Unless this sort of thing is now speedily stopped there is no telling where it may end.

It is almost time the profession took a lesson from the labouring classes. These individuals combine for more pay for less work. The lawyers allow their business to be taken away and to receive less pay for what is left; and all this, not for the benefit of the public, but of the Exchequer and the officials themselves.

I would, therefore, suggest the formation of a Legal Union, to be comprised of the various law societies and members of the profession in Parliament who could keep a jealous watch over the interests of the profession, and let their brethren know who are the gentlemen engaged in the creation of this officialism. If this is not speedily done we shall only wake up when it is too late. If a few of our leading men would take the matter up I have no doubt nine-tenths of the profession, including barristers, would join the movement.

March 19.

C. J.

[*To the Editor of the Solicitors' Journal.*]

Sir.—The interest of the public is far more involved in this Bill, and in the Joint-Stock Company (Winding-up) Act, 1890, than at first sight appears.

I will first deal with the latter, which, having already become law, we have no escape from. The object was, and the effect is, to get all the money held by liquidators into the Bank of England. The consequence has been that large sums have been necessarily withdrawn from the bankers with whom it stood at interest all over the country, and the circulation of that money in trade and commerce has been thereby curtailed. To the loss of bank interest must be added the one and a half per cent. charged by the Board of Trade for taking possession of the money, and whenever any is drawn from the Board of Trade a further charge is made, I believe.

With regard to the Trustee Bill, if it is to become law the same kind of result will ensue, to a greater or less degree, wherever a public trustee acts, apart from all the other objectionable things about it.

Avoiding reference to the innumerable other objections to all this, I would observe that unless there is a determined resistance offered to this Bill, and others doubtless to follow, we shall have a hateful system of officialism introduced in private affairs and business. The Chancellor of the Exchequer's object clearly is to get all the money he can into the Bank of England, and the Board of Trade is going to do everybody's business in future.

COUNTRY SOLICITOR.

#### THE STATE OF BUSINESS IN THE PROFESSION.

[*To the Editor of the Solicitors' Journal.*]

Sir.—I have been in practice in a large manufacturing town in the North for many years, nearer forty than thirty, but I never remember business being so dead as it has been during the last year or two, and I really think it is now worse than I ever remember it. There seem to be no sales or mortgages, unless what may be called "forced" ones, few actions on the common law side, and of course no bankruptcy business worth having. But for private means and old trusts and so on in my office I should be alarmed for myself. I should very much like to know from others in established practice whether the state of business within their experience is as bad as I have described it. Of course here and there exceptional causes may make some busy, but what is the average?

SEXAGENARIAN.

March 18.

#### MORTGAGE OF LEASEHOLDS.

[*To the Editor of the Solicitors' Journal.*]

Sir.—A mortgage of leaseholds is made by way of demise for the whole term, less, say, one day, with a proviso that on repayment of the mortgage-money on a day named the demise thereby made is to be void. Can any of your readers say whether such mortgage involves the necessity of a formal deed of surrender on repayment, or whether a receipt indorsed upon the deed is sufficient to vest the property in the mortgagor?

J. H. F.

[As the mortgage-money is not paid on the day named, the term does not determine, and a surrender is necessary.—ED. S. J.]

The retirement, says the *Times*, through failing health, is announced of Mr. Registrar Hazlitt, the senior registrar of the London Bankruptcy Court. The learned gentleman was called to the bar at the Middle Temple in 1844, and received his appointment ten years later. For some few years before his promotion Mr. Hazlitt was one of the *Times*' staff of Parliamentary reporters; and, together with the late Mr. Registrar Roche, who was also at that time a parliamentary reporter, he assisted Lord Westbury, then Sir R. Bethell, in the preparation of the Bankruptcy Bill of 1854.

#### CASES OF THE WEEK.

##### Court of Appeal.

REG. v. COMMISSIONERS UNDER THE BOILER EXPLOSIONS ACT, 1882  
—No. 1, 12th March.

BOILER EXPLOSION—EXPLOSION IN COAL MINE—DEFINITION OF BOILER—BOILER EXPLOSIONS ACT, 1882 (45 & 46 VICT. c. 22), ss. 3, 4—BOILER EXPLOSIONS ACT, 1890 (53 & 54 VICT. c. 35), s. 2.

Appeal from the judgment of the Queen's Bench Division (reported *ante*, p. 315), discharging a rule for a prohibition. The Tyne Coal Co. owned a boiler above ground at the mouth of one of their coal pits, and from this boiler a steam pipe was carried down the shaft of the mine to a receiver and then on to a pumping engine about 1,300 feet distant from the boiler. The stop valve leading from the receiver to the engine blew out, and the steam rushed out and injured two men. The Board of Trade having appointed a commissioner to hold an inquiry under the provisions of the Boiler Explosions Act, 1882, the Tyne Coal Co. obtained a rule nisi for a prohibition to restrain the holding of the inquiry on the grounds (1) that the pipe where the explosion took place was not a "boiler" within the meaning of the Act; and (2) that the case came within the exception in section 4. By section 3 of the Boiler Explosions Act, 1882, a boiler is defined as "any closed vessel used for generating steam, or for heating water, or for heating other liquids, or into which steam is admitted for heating, steaming, boiling, or other similar purposes." Section 4 provides that the Act shall not apply "to any boiler used exclusively for domestic purposes, or to any boiler used in the service of Her Majesty, or to any boiler on board a steamship having a certificate from the Board of Trade, or to any boiler explosion into which an inquiry may be held under the provisions of the Coal Mines Regulation Act, 1872, and the Metalliferous Mines Regulation Act, 1872, or either of them." By section 2 of the Boiler Explosions Act, 1890, "so much of section 4 of the Boiler Explosions Act, 1882, as relates to any boiler other than a boiler used in the service of Her Majesty, or used exclusively for domestic purposes, is hereby repealed, and the said Act shall apply in the case of any boiler explosion occurring on board a British ship." The Divisional Court discharged the rule.

THE COURT (LORD HALSBURY, C., LORD ESHER, M.R., and FRY, L.J.) dismissed the appeal. Lord HALSBURY, C., said that in his opinion section 2 of the Act of 1890 had repealed the exemptions in section 4 of the Act of 1882, not only as to boilers on board steamships, but also as to boiler explosions into which an inquiry could be held under the Coal, Mines and Metalliferous Mines Regulation Acts. Secondly, this was a "boiler" within the definition given in section 3 of the Act of 1882. It was a closed vessel in the sense that it was so confined as to keep steam within it with the risk of explosion. There was a flow of steam from the place where the water was boiled to the place where the explosion took place. The steam was conducted by a pipe to the piston of the engine. It was a "closed vessel used for generating steam." It was also a "closed vessel into which steam is admitted for heating, steaming, and other similar purposes." The Act of 1882, therefore, applied. Lord ESHER, M.R., concurred. FRY, L.J., concurred upon the first point, but upon the second point doubted whether this steam pipe was part of a "boiler" within the definition of the Act of 1882.—COUNSEL, Sir H. James, Q.C., Moulton, Q.C., and Daubwerts; Sir R. E. Webster, A.G., and H. Sutton, SOLICITORS, Rowcliffes, Rawle, & Co., for Phillipson, Cooper, & Godyer, Newcastle-on-Tyne; *The Solicitor to the Board of Trade.*

Re BLANTERN, LOWE v. COOKE—No. 2, 11th March.

WILL—CONSTRUCTION—GIFT TO "CHILDREN THEN LIVING"—DEATH OF CHILD BEFORE PERIOD REFERRED TO—STIRPITAL SURVIVORSHIP.

The question in this case was, whether a gift over by will, on the death of a child of a testator without children, to his other children "then living" during their lives, with remainder to their respective children, could take effect in favour of the children of a child who had died before the death of the child whose share was to go over. The testator devised his real estate to his wife during her widowhood; with remainder to his trustees, on trust for all his five children by name, in equal shares, during their lives; and, on the death of each of his said children, in trust, as to one equal undivided part of his real estate, for all the children such child might have who should live to attain twenty-one years or marry, in equal shares. And, if any one or more of the testator's said children should die without leaving a child who should attain twenty-one or marry, then in trust as to his, her, or their share or shares of his real estate "for all my other children then living" during their lives equally, and after their respective deaths for their respective children, and the heirs of last mentioned children, "such last mentioned children taking respectively the share or shares his, her, or their parent or parents would have taken, if living." The testator died in 1865; his widow died in 1889. She did not marry again. One of the testator's children died in 1866, leaving a daughter who attained twenty-one. Another died in 1871, leaving children who attained twenty-one. A third died in 1886, leaving children who attained twenty-one. A fourth died in 1889 without issue. The fifth child was then living. Stirling, J., held that the share of the child who died in 1889 went over to the fifth child for life, with remainder to her children. His lordship considered that he was bound to come to this conclusion by the authority of *Benn v. Benn* (29 Ch. D. 839).

THE COURT (LINDLEY, BOWIS, and KAY, L.J.J.) reversed the decision, and held that the share of the child who died in 1889 went over in fourths—viz., one-fourth to the surviving child for her life, with remainder to her

children, and the other three-fourths to the children respectively of the three children who had died leaving children. Their lordships said that *Benn v. Benn* did not apply, because in it there were no words corresponding to those in the present case—"which his, her, or their parents would have taken, if living." The proper way to construe a will was first to form an opinion on the meaning of its own words, and then to apply previous decisions.—COUNSEL, *Graham Hastings, Q.C.*, and *Stewart Smith; Farwell, Q.C.*, and *Warrington. SOLICITORS, Kennedy, Hughes, & Kennedy; Paterson, Snow, & Co.*

**ROBERTS v. COOPER**—No. 2, 13th March.

**MARRIED WOMAN—EQUITY TO A SETTLEMENT—AMOUNT TO BE SETTLED—INEQUITABLE CONDUCT OF MARRIED WOMAN.**

This was an appeal from an order of Kekewich, J., directing that the whole of a reversionary interest belonging to a married woman, which had fallen into possession, should be settled on her, notwithstanding that she and her husband had, while it was reversionary, joined in making an assignment of it for value. The married woman was entitled to two reversionary interests in personal estate under two different wills. While the interests were still reversionary the husband and wife joined in assigning them by deed to a purchaser for value. At the time when the deed was executed it was supposed that Malins' Act (20 & 21 Vict. c. 57) applied, and that the wife would be bound if she executed the deed in the manner prescribed by that Act. Accordingly she acknowledged the deed, having been first separately examined before a commissioner. The matter was fully explained to her, and an alteration was made in the deed at her suggestion. In fact Malins' Act did not apply, because both the wills were made before the Act came into operation. Consequently, the deed was inoperative to bind the wife. When one of the reversions fell into possession, the husband and wife received it behind the back of the assignee, the trustees of the will not having had notice of the assignment. The other reversion had now fallen into possession by the death of the tenant for life, and it was represented by a sum of £500, which was in court in this action, standing to the credit of the assignee, subject to the wife's equity to a settlement. No settlement had been made on the marriage, and this was the only property to which the wife was now entitled. The husband was in poor circumstances, and was unable to maintain his wife and children. The assignee took out a summons, asking that the fund might be paid to him. The wife asked that it might be settled on her and her children. Kekewich, J., held that the principle of *In re Swift's Trusts* (L. R. 3 Ch. 215) applied, and that, under the circumstances, the whole of the fund ought to be settled. On the appeal the assignee asked that half of the fund might be paid to him.

**THE COURT (LINDLEY, BOWEN, and KAY, L.J.J.)** reversed the decision, and ordered half the fund to be settled and half paid to the assignee. They said that, though the wife was not, under the circumstances, legally bound by the deed of assignment, it was impossible to disregard the fact that she had in the most solemn form expressed her intention to give up all her right to the fund for a valuable consideration, she and all the parties believing that she was legally bound by the deed. A person who came into a court of equity to ask for equitable relief must come with clean hands, and under the circumstances of the case it would be contrary to the principles of equity to allow the wife to have the whole fund. As the applicant had consented that half the fund should be settled, the court was relieved from considering what proportion of the fund ought to be settled.—COUNSEL, *Warrington, Q.C.*, and *C. C. Tucker; S. Dickinson. SOLICITORS, Snell, Son, & Greenup; Wilkinson & Son.*

### High Court—Chancery Division.

**R. DODWORTH (Deceased), SPENCE v. DODWORTH**—Chitty, J., 17th March.

**R. S. C., XXXVIII., 8, 14—AFFIDAVIT BY SOLICITOR—DESCRIPTION AS "GENTLEMAN"—SUFFICIENCY OF DESCRIPTION.**

This was an administration action, and the present case was an application under ord. 38, r. 14, by creditors coming in to prove, asking his lordship to direct their affidavit proving their claim to be filed, notwithstanding its refusal by the Central Office. It appeared that the applicants were two trustees, who had advanced moneys on mortgage of the deceased's property as a joint account. The affidavit was sworn by both of them, one of them being described therein as a manufacturer, and the other, who was a solicitor, being described therein simply as "gentleman." The clerk at the Central Office refused to file the affidavit, on the ground of the insufficiency of description "gentleman," and the practice master upheld the refusal, on the authority of *Re Orde* (31 W. R. 801, 24 Ch. D. 271), where the Lords Justices of Appeal, sitting in Lunacy, held, in the case of an affidavit as to the fitness of a trustee, that such a description was insufficient. The applicants complained that the Central Office had usurped judicial functions.

CHITTY, J., said that the Lords Justices in *Re Orde* were not giving general directions in respect of all affidavits. They were merely weighing evidence, and holding that in the particular case the affidavit with such a description was not of sufficient weight, and they required a description of a less vague kind. So, too, in the somewhat similar case of *Re Horwood* (55 L. T. 373) the affidavit was held to be insufficient. But the court, by that, did not mean that it was insufficient within the meaning of ord. 38, r. 14, but merely that, in the opinion of the court, the affidavit was insufficient for the purposes for which it was produced—namely, for shewing the fitness of a proposed trustee. The description in the present case was sufficient, and the affidavit might be filed without further

addition, and he gave a direction accordingly.—COUNSEL, *Kenyon Parker. SOLICITORS, Geare, Son, & Pease.*

**WITHERBY v. RACKHAM**—Chitty, J., 17th March.

**MARRIED WOMAN—REVERSIONARY INTEREST—LIFE POLICY—MALINS' ACT (20 & 21 VICT. c. 57).**

In this case the question arose whether, under Malins' Act (20 & 21 Vict. c. 57), a married woman can effectually dispose of a policy of life assurance effected before marriage in her own name. Wolstenholme and Turner on the Conveyancing Acts, 5th ed., p. 185, was referred to as rejecting the proposition.

CHITTY, J., said that by the Act a married woman was, subject to restrictions as to her husband's concurrence and her separate acknowledgment, enabled to dispose of her reversionary interest in "any personal estate whatsoever." These last words were sufficient to comprise her *chose in action*, whether legal or equitable. The object of the Act was to enable a married woman to exercise similar facilities with similar restrictions with respect to the assignment of her reversionary *chose in action* to those afforded and imposed by the Fines and Recoveries Act. He, therefore, held that an assignment of her life policy by a married woman was valid when made under Malins' Act.—COUNSEL, *Farwell, Q.C., Byrne, Q.C., and Martelli; R. S. Butcher. SOLICITORS, Hartcup & Davis, for Hartcup, Norwich; C. F. Martelli, for T. H. Rackham & Co., Norwich; Butcher.*

**Re COX AND NEVE'S CONTRACT**—North, J., 12th March.

**VENDOR AND PURCHASER—OBJECTIONS TO TITLE—DEFECT NOT DISCLOSED ON ABSTRACT—RESTRICTIVE COVENANT DISCOVERED BY PURCHASER AFTER EXPIRATION OF TIME FOR MAKING REQUISITIONS.**

This was a summons under the Vendor and Purchaser Act, 1874, by a purchaser of real estate, raising in effect the question, whether he was entitled to be released from his contract, on the ground that a part of the property was subject to a restrictive covenant, which affected the right of building upon it, he having acquired notice of the covenant in the course of some inquiries which he made in relation to another objection which he had taken to the title, the covenant being contained in a deed anterior to that which, by the conditions of sale, was made the root of title. The property was sold by auction on the 11th of June, 1889, and in the particulars of sale it was described as of freehold tenure. One of the conditions of sale provided that the title should commence with a mortgage deed dated the 29th of July, 1852. Another condition provided that the purchaser should, within fourteen days after the delivery of the abstract, send to the vendor's solicitors a statement of all his objections to and requisitions upon the title, and subject thereto the title was to be deemed accepted. An answer to any objection or requisition was to be replied to within ten days after the delivery thereof, and, if not so replied to, it was to be considered satisfactory, and time was to be deemed as of the essence of this condition. The abstract of title was delivered to the purchaser on the 24th of June. It commenced with a mortgage of the property, dated the 29th of July, 1852, by J. L. Cox to D. S. Bockett. The vendor derived title through J. L. Cox. In this deed there was a recital of a deed, dated the 3rd of March, 1847, and made between W. L. Farrer and J. L. Cox, by which (it was stated) a portion of the property was conveyed to the use of J. L. Cox in fee. On the 8th of July, 1889, the purchaser sent his objections and requisitions to the vendor's solicitors. One of the requisitions related to a right of way. There was also the following question:—"Is the vendor, or are her solicitors, aware of any document or thing affecting the title or the property which is not noticed in the abstract, and which, if undisclosed, may prejudicially affect the purchaser?" No requisition was made in relation to the restrictive covenant, of which, at that time, the purchaser was ignorant. On the 12th of July the vendor's solicitors replied to the objections and requisitions. They answered the above question thus:—"We are not bound to answer this requisition." The purchaser was not satisfied with the vendor's replies to his requisitions relating to the right of way, and he made some inquiries of Messrs. Farrer & Co., who were the solicitors of the owner of some adjoining property, and they produced to him the deed of the 3rd of March, 1847. On the 23rd of July the purchaser delivered further requisitions upon the title, one of which was as follows:—"Messrs. Farrer & Co. have shewn to the purchaser a deed of exchange, dated the 3rd of March, 1847, which appears to shew that J. L. Cox was not then entitled to any right of way." On the 28th of July the vendor's solicitors replied to the further requisitions, and on the 9th of August the summons was issued. It asked for a declaration that the purchaser's requisitions and objections in respect of the title to the property had not been sufficiently answered by the vendor, and that a good title had not been shewn in accordance with the particulars and conditions of sale. The summons also asked for a return of the purchaser's deposit and payment of his costs. On the 13th of August the purchaser's solicitors wrote to the vendor's solicitors, saying that they should not file their evidence till towards the end of the vacation, and adding that they had obtained from Messrs. Farrer & Co. a copy of the deed of the 3rd of March, 1847, which, they said, ought to form part of the abstract. Up to this time nothing more was said by the purchaser or his solicitors with regard to the contents of the deed of the 3rd of March, 1847. On the 16th of October the purchaser filed an affidavit, made by himself, in support of his summons. In this affidavit he stated (*inter alia*) that he had obtained from Messrs. Farrer & Co. a copy of the deed of the 3rd of March, 1847, and he added (in paragraph 23): "From the copy so obtained it appears that J. L. Cox thereby entered into a restrictive covenant with respect to the buildings that might be erected on the site of the boiler room and warehouse" (*i.e.*, the portion of the property now sold which

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was comprised in that deed). "If I had known of the existence of such covenant at the time of sending my requisitions on the title, I should have required the vendor to procure the release thereof." Prior to the filing of this affidavit neither the vendor nor her solicitors had received any intimation of the purchaser's objection to the restrictive covenant. The purchaser was not cross-examined upon his affidavit, and the vendor did not answer paragraph 23. The deed of the 3rd of March, 1847, was a deed of exchange, by which W. L. Farrer conveyed a part of the property now sold to J. L. Cox in fee, in exchange for other property which Cox conveyed to Farrer in fee. The deed contained a covenant by J. L. Cox, for himself, his heirs, executors, administrators, and assigns, with Farrer, his heirs and assigns, restricting the right of Cox, his heirs or assigns, or any person claiming through him, them, or any of them, as to the erection of buildings on the property thereby conveyed to Cox. On the hearing of the summons the objection arising out of the restrictive covenant was dealt with first, as being, if successful, a fatal objection. On behalf of the vendor it was urged that the purchaser would not have been bound by the covenant, if he had not had notice of it, and that, inasmuch as he had acquired notice by means of his own inquiries, this could not alter the rights as between the vendor and the purchaser. Moreover, it was said that the objection was taken too late, having regard to the conditions, and that the declaration asked by the summons.

North, J., held that the objection was a fatal one, and that a good title to the property had not been shewn, and he ordered the vendor to return the purchaser's deposit and to pay his costs of investigating the title and his costs of the summons. His lordship said that from the purchaser's further requisitions, delivered on the 23rd of July, it was clear that at that time the deed of the 3rd of March, 1847, had been produced to his advisers, and they must be taken to have known its contents, so far as they thought them material. His lordship took the summons to mean, that the requisitions had not been sufficiently answered, and that by reason thereof a good title had not been shewn. But for the reference to the requisitions, the prayer of the summons would have been too vague. It would, no doubt, be more convenient to refer to the requisitions by numbers, but it was not intended to throw at the head of the court a general objection to the title. In paragraph 23 of his affidavit the purchaser clearly and explicitly stated his objection, that part of the property was subject to a restrictive covenant, which must be released. The objection was, that a good title had not been shewn to that which the vendor had professed to sell as freehold, free from any restriction which was not noticed in the abstract. In his lordship's opinion an attempt had been made to take advantage of the purchaser. The vendor had not made any affidavit that she had not in her possession a counterpart of the deed of exchange. The deed must have been in the possession of J. L. Cox. The vendor did not choose to commence the title with that deed, which would have shewn a forty-three years' title, but she chose to commence with a mortgage deed which was only thirty-seven years' old. Then it was urged that the purchaser had been too vigilant, and that, if he had only abstained from making inquiries, he would have had a good title, because he would have had no notice of the restrictive covenant, and would not have been bound by it. He had acquired notice through his own inquisitiveness, and this ought not to affect the vendor. His lordship had never heard such an argument before. He thought it was the vendor's duty to set forth the deed of exchange. But his lordship did not assent to the view that the purchaser would not have been bound by the covenant, if he had not made any inquiries, and had not acquired actual notice of it. He had agreed to accept a title of less than forty years, and must be taken to have had constructive notice of the deed of the 3rd of March, 1847, which would have been stated in a forty years' title. If this were not so, a purchaser might accept a property without any title at all, and then say that he had not constructive notice of any incumbrance which appeared on the title. A forty years' title did not mean a title commencing mathematically at the beginning of the forty years; it meant a title commencing with the nearest proper root of title beyond the forty years. The purchaser was fortunate in discovering the existence of the covenant before he had completed his purchase. It was argued that the purchaser must be taken to have waived the objection, because he did not at the earliest possible moment bring it before the vendor. The condition of sale applied to objections appearing upon the abstract. The purchaser must be taken to have had constructive, if not actual, notice of the covenant shortly before he sent in his further requisitions on the 23rd of July. His lordship did not see why he should have a less time for sending in his objections or requisitions than was fixed by the condition in the case of objections appearing on the abstract. No doubt the purchaser was bound to send in his objections within a reasonable time, and, if he had misled the vendor in any way, the case would stand on a different footing. But the parties were already at arms' length. In his lordship's opinion there was nothing to preclude the purchaser from taking the objection at the time when he took it, and the objection was a valid one, the property affected by the covenant being a material part of the whole.—COUNSEL, *Everitt, Q.C., and Gaselee; Cozens-Hardy, Q.C., and Hadley. SOLICITORS, Hughes, Hooker, & Co.; Bockett, Stunt, & Nash.*

*Re THE OPERA (LIM.)—Kekewich, J., 17th March.*

COMPANY—WINDING UP—ASSETS INCREASED BY MISTAKE OF LAW—OFFICIAL LIQUIDATOR—RIGHT OF PAYEE TO RECOVER FROM LIQUIDATOR.

On the 5th of February, 1890, an order was made to wind up this company, on a petition presented on January 18. Previous thereto, on January 16, the sheriff, under a writ of *s. fa.* issued by a judgment creditor, seized goods of the company at the theatre carried on by them. On the 17th and 18th of January two other writs were lodged with the sheriff. From the 18th to the 27th of January the sheriff received the takings at the door of the theatre, and thereout paid the claims of the first two creditors.

On the 8th of February the sheriff withdrew in consequence of an order of the court, and gave up the goods which he had seized to the liquidator. On the 13th of May, 1890, an order was made by North, J., for the payment of the whole of the takings received by the sheriff to the liquidator, but without prejudice to any rights which the sheriff might have against the goods seized by him. This was a summons on the part of the sheriff that the liquidator might be ordered out of the proceeds of the sale of the goods seized by the sheriff to pay to him the sums paid by the sheriff to the two creditors.

KEKEWICH, J., said that the principle to be deduced from the cases of *Ex parte James* (L. R. 9 Ch. 609) and *Ex parte Simmonds* (16 Q. B. D. 308) was that if the assets in the hands of an officer of the court on behalf of creditors or others had been increased by a transaction occasioned by an honest mistake of law, then, notwithstanding that such a mistake was not capable of rectification as between ordinary adverse litigants, the court would compel its officer to recognize the rules of honesty as between man and man. The assets in the hands of the liquidator had been increased by the mistake on the part of the sheriff in taking the moneys out of the till instead of holding the goods, and the liquidator, as the officer of the court, could not be allowed to have the benefit of that mistake. The summons must be allowed.—COUNSEL, *Warrington, Q.C., and Vernon Smith; Marten, Q.C., and Manby; E. Beaumont, Lewis & Lewis; Bozall & Bozall; Fledgates.*

### High Court—Queen's Bench Division.

LYSAGHT v. CLARK & CO.—13th March.

PRACTICE—SERVICE OF WRIT—JUDGMENT—FOREIGN PARTNERSHIP CARRYING ON BUSINESS IN ENGLAND—R. S. C., XVI., r. 14; IX., r. 6; XIV.

This case raised a question as to the mode of suing a firm, the partners of which were both subjects of a foreign State, one resident abroad and the other within the jurisdiction. The business of the partnership was carried on in London and at Buenos Ayres, both partners being subjects of Chili. The action was brought against the firm upon bills of exchange drawn by the firm in Buenos Ayres upon, and accepted by, the firm in London, where one partner resided. The writ was served upon this partner and he had appeared in his own name. Judgment had been signed under order 14 against the firm. The partner served moved to set aside all the proceedings on the ground that the service upon him was bad: *Russell v. Cambefort* (37 W. R. 701, 23 Q. B. D. 526) and *Western National Bank of the City of New York v. Perez Triana & Co.* (39 W. R. 152, 1891, 1 Q. B. 304) were cited.

THE COURT (CAVE and GRANTHAM, JJ.) refused to set aside the proceedings. Cave, J., in giving judgment said:—Both parties being sued in the name of the firm, the question has arisen whether service of process on one of them is, or is not, sufficient, or whether it is necessary that both of them should be served. In order to decide that question it is necessary to refer to the rules. It is not correct to say that a partner in a foreign country can be sued under order 11, and cannot be got at in any other way. We have to see first whether he can be got at in any other way, and if he cannot, then the plaintiff may resort to order 11, supposing that the foreign defendant can be got at in that way. Now the rule—ord. 16, r. 14—is in its terms quite general; "any two or more persons being liable as co-partners may be sued in the name of the firm," why does not that apply to such a case as the present? This is the case of a firm carrying on business partly in London, partly abroad, and having one of its members resident in London. Ord. 9, r. 6, shews how service of the writ is to be effected, that is, by serving any one of the partners, or the service may be "at the principal place within the jurisdiction of the business of the partnership upon any person having at the time of service the control or management of the partnership business there." That, again, is quite general, and is sufficient, in my opinion, to cover such a case as the present. Then, as to the decision in *Russell v. Cambefort*, all the partners were resident and domiciled abroad, though the firm carried on business in this country, and in that case it was held that service could not be effected in this way. But the present case is quite different in that respect. Then, as to the recent case in the Court of Appeal, *The Western Bank of New York v. Perez Triana & Co.*, the judgment of the court only followed the former case, where all the partners were resident and domiciled in a foreign country. We could not extend that decision to the case of an English firm one of whose partners is resident abroad. To extend it to such a case as the present would be to entail needless difficulties upon suitors, and to strain the language of the orders. The result would be that the mere absence of one of the members of an English firm abroad would preclude their being sued in this country, and that would give an enormous advantage to the members of a firm desirous to avoid carrying out their engagements. For no one could venture to issue a writ against them, as it would be impossible to be certain that one of the members might not be abroad at the time the writ was issued, even though he might come back the next day. Such a state of law would be a mere trap to suitors, and it would take a great deal to persuade me that this is the true effect of the orders. And I see no reason why the law which prevails against an English firm, all of whose members reside in England, should not apply to a firm which carries on business in a foreign country and in England, and one of whose members resides in England. I am, therefore, of opinion that the service upon the defendant in this country was right. Then, as to the judgment under order 14, this involves much the same considerations. It is urged that such a judgment is precluded in this case because one of the defendants has not appeared. But the defendant served has appeared, and that operates as an appearance by the firm. It is urged that if all the members of the firm have not put in an appearance the

plaintiff cannot have judgment under order 14 in the absence of a defence. What would be the result of such a rule? Three members of a firm are sued in the name of the firm; all appear and there is no defence, and judgment is signed under order 14; but a dormant partner has not appeared; and, though he is represented by the others who have appeared, it is contended that no judgment can be had under the order. On what ground can such an extraordinary contention be maintained? The rule is that where the defendant appears to the writ and there is no defence, the plaintiff may apply for judgment. That applies, not only where there is a single defendant, but where there are several sued in the name of a firm, and one appears on behalf of the others, as representing the firm. Ord. 42, r. 10, provides that in such case execution can go only against the property of the firm or of the party served. But the appearance of one partner as representing the firm is the appearance of the firm, and judgment can be taken under order 14. On the whole, therefore, it appears that this judgment is valid, and the application must be refused. GRANTHAM, J., concurred. Application dismissed.—COUNSEL, *Finlay, Q.C., and Daneckwerts; Hollams, SOLICITORS, Norton, Rose, & Norton; Hollams & Co.*

### Bankruptcy Cases.

*Re NUTHALL*—C. A. No. 1, 13th March.

**BANKRUPTCY—RECEIVING ORDER—JUDGMENT DEBTOR—ORDER FOR PAYMENT OF JUDGMENT DEBT BY INSTALMENTS—JURISDICTION—DEBTORS ACT, 1869, S. 5—BANKRUPTCY ACT, 1883, S. 9—BANKRUPTCY RULES, 1886, R. 361—COUNTY COURT RULES, 1889, ORD. 25, R. 29.**

This was an appeal by a judgment debtor against an order made by Cave, J., upon a judgment summons (as a substitute for an order of committal) that the debtor should pay the amount remaining due from him upon the judgment by monthly instalments of £10 each. The judgment was for a sum of £148, and it had been recovered in an action against the debtor in the Queen's Bench Division for fraudulent misrepresentations contained in the prospectus of a company of which he had been a director. In December, 1890, the creditor issued the judgment summons. On the 5th of January, 1891, a receiving order was made against the debtor on his own petition. On the 14th of February, 1891, the judgment summons came on for hearing, and Cave, J., then made the order appealed from—viz., that the creditor should be at liberty to continue the proceedings on the summons, notwithstanding the receiving order, and that the debtor should pay the amount remaining due upon the judgment by monthly instalments. Section 9 of the Bankruptcy Act, 1891, provides that, after the making of a receiving order, "except as directed by this Act, no creditor to whom the debtor is indebted, in respect of any debt provable in bankruptcy, shall have any remedy against the property or person of the debtor in respect of the debt, or shall commence any action or other legal proceedings unless with the leave of the court, and on such terms as the court may impose." By rule 361 of the Bankruptcy Rules, 1886 (which is one of a group of rules under section 5 of the Debtors Act, 1869), "The County Court Rules for the time being in force as to the committal of judgment debtors shall, with any necessary modifications, apply to all courts exercising jurisdiction under section 5 of the Debtors Act, 1869, provided that any reference therein to the Bankruptcy Act, 1869, shall be deemed to extend also to the corresponding provisions of the Bankruptcy Act, 1883." By rule 29 of order 25 of the County Court Rules, 1889, "Where a judgment debtor shall, upon the return day of a judgment summons, satisfy the judge that a receiving order has been made for the protection of his estate, or that he has been adjudicated bankrupt, and that the debt was provable in the bankruptcy . . . or that an order has been made for the administration of his estate under section 122 of the Bankruptcy Act, 1883, no order of commitment shall be made, except in accordance with the provisions of the last mentioned section"—i.e., in case of default by the debtor in payment of any instalment of a debt payable in pursuance of any order under section 122. On behalf of the debtor it was urged that rule 29 of order 25 of the County Court Rules prevented the making of the order for payment of the debt by instalments. On behalf of the creditor it was contended that the rule must be read in conjunction with section 9 of the Bankruptcy Act, 1883, which gave the court a large discretion with regard to proceedings against a debtor after a receiving order has been made against him.

**THE COURT (LORD HALSBURY, C., LORD ESHER, M.R., and FRY, L.J.)** held that rule 29 of order 25 was conclusive, and that it rendered the receiving order an absolute bar to the making of an order for the payment of the judgment debt by instalments. The order was accordingly discharged.

[It appeared that the attention of Cave, J., had not been called to rule 29 of order 25.]—COUNSEL, *Muir Mackenzie; Herbert Reed. SOLICITORS, 8, Twynham; Smiles, Ollard, & Yates.*

*Re BARKER, Ex parte AXFORD*—C. A., No. 1, 6th March.

**BANKRUPTCY—DISCLAIMER—APPLICATION TO EXTEND TIME—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), S. 55.**

This was an appeal from the decision of Cave, J. (reported *ante*, p. 298), granting an extension of time for disclaiming the lease of a house at Beckenham. On the 7th of March, 1884, a receiving order was made against the debtor, and he was adjudicated a bankrupt. On the 13th of March, 1884, an order was made for the summary administration of the estate, and the chief official receiver (Sir R. P. Harding) became trustee. It appeared that on the 8th of March, 1884, the bankrupt was examined privately as to his affairs by the chief clerk to the chief official receiver, when he stated that he held a repairing lease for twenty-one years of his

house at Beckenham. It further appeared that the house was inspected a few days afterwards on behalf of the chief official receiver. In November, 1886, the chief official receiver reported to the Board of Trade that the estate had been fully realized, and that he had closed his books in relation to the estate. The estate realized only 1½d. in the pound. The house at Beckenham had been during all this time, and up to the middle of 1890, occupied by the bankrupt and the rent paid by his wife. On the 31st of March, 1890, Sir R. P. Harding retired, and Mr. Wreford was appointed senior official receiver, and all estates which were vested in Sir R. P. Harding were transferred to and vested in Mr. Wreford. On the 19th of June, 1890, Mr. Wreford received a letter from the bankrupt's solicitors asking if he had disclaimed the lease, and Mr. Wreford, having thus received for the first time notice of the existence of the lease, on the 27th of June, 1890, sent formal notice of disclaimer to the landlord. The landlord refused to accept the disclaimer, contending that the senior official receiver was personally liable to perform the lessee's covenants, and Mr. Wreford applied for an extension of time for disclaiming up to and including the 27th of June, 1890, or, in the alternative, for any further extension of time that might be necessary to enable him to disclaim. Cave, J., granted the necessary extension. The landlord appealed.

**THE COURT (LORD ESHER, M.R., BOWER and FRY, L.J.J.)** dismissed the appeal. Lord Eshер, M.R., said that Cave, J., had a discretion to extend the time for disclaiming, and had exercised that discretion fairly and properly. It was said that if the court sanctioned an extension of time in such a case as this, it would be creating an authority for subsequent cases. He desired to protest in the strongest possible way against one case upon the exercise of discretion being considered to be an authority in any other case. The only case in which it could possibly be an authority would be where every fact was precisely the same, and where the estate realized only 1½d. in the pound. That was as much as to say that it could not possibly be an authority. The exercise of discretion in one case was no authority as to how that discretion should be exercised in another case. In the present case the landlord had suffered no damage. The rent had been paid to him by the bankrupt's wife, and the landlord was content to take it thus, and did not seek to make the official receiver disclaim. The official receiver had derived no benefit from the lease. No doubt the dilapidations had increased, but as the estate only realized 1½d. in the pound, the landlord suffered no damage from not proving forth dilapidations in 1884. Under these circumstances, it would be extremely hard to hold the official receiver personally liable under the covenants in the lease. BOWER and FRY, L.J.J., concurred.—COUNSEL, *Cooper Willis, Q.C., and F. C. Willis; Sir Edward Clarke, S.G., and Muir Mackenzie. SOLICITORS, A. G. Ditton; Solicitor to the Board of Trade.*

### THE PUBLIC TRUSTEE BILL.

The following circular has been sent by the Liverpool Law Society to various persons and societies interested in this important matter:—

With respect to this important Bill now standing for second reading in the House of Commons, a meeting was held in London, on Thursday last, 5th March, when deputies from twenty-five provincial law societies were present, together with the president and vice-president of the Incorporated Law Society of the United Kingdom. At that meeting the following resolution was unanimously passed:—"That in the opinion of this meeting of the Associated Provincial Law Societies, the Public Trustee Bill now before Parliament is objectionable, as being an effort in the direction of State interference with private business of a kind which especially requires the personal attention and local knowledge of those acquainted with the circumstances of the case. Further:—That there is no evidence that legislation is needed or has been demanded, the difficulties which have been lately experienced having been greatly diminished by recent legislation; and that should there be any legislation on this subject (a proposition which we do not affirm), such legislation would be better taken in the direction either of the establishment of Public Trust Companies, or by giving to private trustees the advantages, and extending to them the immunities proposed to be given to the Public Trustee under the Act." The deputies afterwards attended before the Chancellor of the Exchequer, the Lord Chancellor being also present, to urge their views upon the Government. The Government appear to be of opinion that there is a desire on the part of the public for a State Trustee, in consequence of the number of cases of defaulting trustees and the supposed difficulty of obtaining persons to act as trustees. The committee of this society in common with, as it seems, the whole of the profession, are of a different opinion. Their experience is that the cases of misbehaviour by trustees are very rare in comparison with the immense number of existing trusts, and that any difficulty in finding suitable trustees can easily be overcome. They regard with apprehension the foundation of a new State department, which will absorb from the provinces and retain in London, and in the hands of the State, a large part of the trust funds of this country; they think that the necessary cost of working a trust from London, either direct or through a deputy, will be great, and that in the absence of local knowledge, the most delicate part of a trustee's duties will be imperfectly done. They are of opinion that, by the inevitable predilection of a State official to select State investments and to avoid the trouble and responsibility of investigating mortgage and other securities, the income of the life tenants will be greatly and unnecessarily diminished; and they believe that the proposals of the Bill would in effect have most of the disadvantages of a suit in Chancery. With this conviction they beg to express the hope that you will give us your active co-operation in urging these views on members of Parliament and other influential persons, so as to secure the rejection of the Bill.

The committee of the Gloucestershire and Wiltshire Incorporated Law Society have circulated the following reasons against the Bill:-

1. The principle of the Bill is objectionable, as being an effort in the direction of State interference with private business. If the Bill confers advantages on the parties interested in trust funds, it can only do so at the expense of the community, which is wrong. If it does not confer advantages it is useless.

2. The management of trusts especially requires the personal attention and local knowledge of those acquainted with the circumstances of the case. Such business frequently requires considerable tact and delicacy of management, which cannot be expected from the officers of a public department who necessarily proceed by rule.

3. The effect of the Bill, if it should result in putting into the hands of a public trustee the enormous amount of money held under trusts, would be to place such money in Consols or similar investments, and this probably is the real object of the Bill. In so far as it has effect, it will defeat the Trust Investment Act, 1889; reduce the income of beneficiaries; and tend to withdraw from the land of the country the trust money invested in mortgage.

4. Although the Bill is permissive, it may be expected that it will be the tendency of the courts to appoint the official trustee on the occasion of appointment of new trustees, thereby in turn placing under his control the bulk of the larger trusts. The same result may be expected to result from the tendency of every public department to increase the scope of its powers, with a view to becoming pecuniarily self-supporting.

5. There is no evidence that any legislation is required, and there is no serious difficulty in obtaining private trustees.

6. It is socially and morally inexpedient to legislate so as to encourage refusal on the part of relatives and friends to undertake trusteeships.

elected Mr. Robert Richardson Dees, of Newcastle-on-Tyne; Sir Thomas Paine, of London; and Mr. Robert Cunliffe, of London.

Mr. Gray Hill (Liverpool) has kindly consented to preside at the thirty-first anniversary festival of the association, to be held on Friday, June 26, 1891, at The Albion, Aldergate-street, London. The co-operation and support of the profession on this occasion is earnestly hoped for.

A statement of receipts and payments for the financial year ending December 31, 1890, is appended.

The CHAIRMAN, in moving the adoption of the report, said he was glad to be able to state that the society had made steady progress in every respect. The number of subscribers were now 3,247 against 3,177 at this time last year, most of the new members being annual subscribers. Looking at the accounts for 1890, it would be found that, apart from the exceptional and munificent gift of £1,000 from Mr. John Hollams, the receipts were in excess of those of the previous year—viz., £5,366 as compared with £5,020.

The invested capital had also been increased from £48,580 to £50,660 by the addition of donations and legacies that had been received.

The grants made in cases of distress had also been slightly in excess of those for the previous twelve months—viz., £3,721 in 1890, and £3,636 in 1889. He (the chairman) hoped their festival in June next would be the means of adding considerably to the funds, and that the support of the profession would be largely given to Mr. Gray Hill, of Liverpool, who has undertaken to preside. This will be the first occasion on which a provincial solicitor has taken the chair at a Solicitors' Benevolent Association dinner.

Mr. ROBERT CUNLIFFE (President of the Incorporated Law Society) having seconded the motion, the report was unanimously adopted.

Mr. R. WALTERS moved a vote of thanks to the directors and auditors for their services during the past year, which was seconded by Mr. H. E. GRIBBLE, and carried unanimously.

A vote of thanks to Mr. JOHN HOLLAMS for his further munificent gift of £1,000 was moved by Mr. C. MYLNE BARKER, seconded by Mr. FRANCIS PARKER, and carried with acclamation.

On the motion of Mr. SIDNEY SMITH, seconded by Mr. W. BERIAH BROOK, the proceedings concluded with a vote of thanks to the chairman for presiding.

## LAW SOCIETIES

### SOLICITORS' BENEVOLENT ASSOCIATION.

The sixty-sixth half-yearly meeting of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 18th inst., Mr. JOHN HUNTER (deputy-chairman of the board) presiding.

The SECRETARY read the minutes of the previous meeting, and the following report, as circulated among the members present, was taken as read:—

The board of directors, in compliance with the sixteenth rule of the association, present their report for the half-year ending December 31st, 1890.

Since the last half-yearly meeting 58 new members have been admitted, making with those added during the previous six months a total of 194 new members during the year.

The aggregate number of members enrolled is 3,247, of whom 1,144 are life and 2,103 annual subscribers. Fifty-nine life members are also contributors of annual subscriptions of from one to ten guineas each.

The directors hope for continued assistance in their endeavours to increase the present number of supporters, as many subscribers are lost every year from death and other causes.

During the half-year the receipts of the association from all sources amounted to £3,722 8s. 2d., of which the following is a general summary:—Life subscriptions, £105; new annual subscriptions, £33 12s. 6d.; donations, £1,073 0s. 1d.; arrears, £46 4s.; renewals, £1,045 16s.; legacies, £525; dividends, £862 11s. 1d.; and festival tickets, £31 5s. The successful financial result of the half-year is mainly due to the receipt of a further munificent gift of £1,000 from Mr. John Hollams. The members will doubtless desire to express their hearty thanks to Mr. Hollams for this renewal of his generous assistance; meanwhile the directors have invested the donation, and thereby created an annuity of £30 to be known as "The Hollams Annuity No. 2." The creation of annuities by special gifts most materially strengthens the work of the association.

The following legacies, received during the half-year, are gratefully acknowledged, viz.:—£500 under the will of the late Mr. William Henry Oliver, of 4, Lincoln's-inn-fields; and £25 under the will of the late Mr. Benjamin Bradley Hewitt, of Bishop's Waltham. As empowered by the fourth rule, the board have admitted Mr. Robert S. Gregson, of London (one of Mr. W. H. Oliver's executors), as an honorary life member of the association.

The total capital of the association now consists of £50,660 4s. 11d. stock, in addition to the sum of £5,263 19s. 10d. pertaining to the Reardon bequest.

During the half-year 93 grants were paid from the funds, amounting to £1,853. Of this sum 2 members and 15 members' families received £755, while 18 non-members and 58 non-members' families received £1,068. The sum of £75 was also paid to annuitants from the income of the late Miss Ellen Reardon's bequest; £14 to the recipient of the "Hollams Annuity No. 1"; and £15 to the recipient of the "Victoria Jubilee Annuity."

These grants, together with the amounts recorded in the last half-yearly report, make a total of £3,721 given in relief by the association during the year 1890.

On the 31st of December, 1890, a balance of £177 14s. 9d. remained to the general credit of the association at the Union Bank of London, together with the Reardon trust balance of £86 13s. 8d.

With much regret the directors record the decease of their colleagues Mr. John Clayton, of Newcastle-on-Tyne; Mr. James Anderson Rose, of London; and Mr. John Kendall, of London; in whose places they have

## LAW STUDENTS' JOURNAL.

### LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—March 17.—Mr. Harcourt in the chair.—The subject for discussion—"That legislation is urgently needed to place further restrictions on gambling"—was opened by Mr. G. H. Bower. Mr. Savory opposed. The debate having been declared open, the following gentlemen spoke:—In the affirmative, Messrs. Bilney and Woodhouse; in the negative, Messrs. Crawford, T. H. Bower, Addington, Willis, Parkes, Windsor, Hitchins, Hunt, Willson, Jones, and Arnold. Mr. G. H. Bower replied. On the motion being put to the meeting, it was lost by a majority of nine. There were thirty members and visitors present. The subject for discussion at the next meeting of the society, on Tuesday, the 24th of March, is "That all *bond fide* communications made by trade protection societies in answer to inquiries are privileged."

## NEW ORDERS, &c.

### HIGH COURT OF JUSTICE—CHANCERY DIVISION.

EASTER VACATION, 1891.

Notice.

There will be no sitting in court during the Easter Vacation. During Easter Vacation:—All applications which may require to be immediately or promptly heard are to be made to the Honourable Mr. Justice Lawrence.

Mr. Justice Lawrence will act as Vacation Judge from Thursday, March 26, to Monday, April 6, both days inclusive. His lordship will sit in Queen's Bench Judges' Chambers on Thursday, March 26, Thursday, April 2, and Monday, April 6. On other days within the above period, applications in urgent chancery matters may be made to his lordship at No. 3, Paper-buildings, Temple.

In any case of great urgency the brief of counsel may be sent to the judge by book-post, or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and an envelope capable of receiving the papers, and addressed as follows:—"Chancery Official Letter; To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The death is announced of Mr. William Forbes, of Medwyn, the oldest member of the Faculty of Advocates in Edinburgh.

## LEGAL NEWS.

## APPOINTMENT.

MR. HERBERT JAMES HOPE, barrister, has been appointed a Registrar of the High Court in Bankruptcy, in place of Mr. Hazlitt, resigned. Mr. Hope was called to the bar in 1875, and has been private secretary to the Lord Chancellor.

## CHANGES IN PARTNERSHIPS.

## DISSOLUTIONS.

THOMAS MINGATE GOLDFING, SAMUEL GOLDFING, and HENRY BANKES ASHTON, solicitors (Goldings & Ashton), of Walham-le-Willows. Feb. 28.

HOWARD HORNER and BENJAMIN EDMONDSON, solicitors (Horner & Edmondson), of Wakefield. Feb. 28.

CHARLES OCTAVIUS NEWMAN, JULIAN GWYTHIAN, and WILLIAM HAYS, solicitors (Newman, Gwythian, & Hays), of Yeovil and Sherborne, so far as the said Charles Octavius Newman is concerned. The said Julian Gwythian and William Hays will continue to practise as solicitors at the same places as aforesaid. Feb. 28.

CHARLES OCTAVIUS NEWMAN, WILLIAM HAYS, and HERMANN RUDOLF SCHMETTAU, solicitors (Newman, Hays, & Co.), of No. 31, Abchurch-lane, London, so far as the said Charles Octavius Newman is concerned. The said William Hays and Hermann Rudolf Schmettau will continue to practise as solicitors under the same style at the same place as aforesaid. Feb. 28.

[*Gazette*, March 13.]

## GENERAL.

At the Leeds Assizes on the 13th inst. Alfred Bantoft, solicitor, pleaded "Guilty" to having converted to his own use at Selby, between October 3, 1879, and November 25, 1890, three several sums of £1,179 5s. 11d., £450 2s. 10d., and £674 18s. 4d., which he had received as a trustee. Mr. Justice A. L. Smith, in passing sentence, said that upon reading the depositions he found that, according to the prisoner's own statement, he had misappropriated moneys to the amount of £20,000. His lordship then sentenced the prisoner to five years' penal servitude.

On the 12th inst., in the House of Commons, Mr. H. Fowler asked the Attorney-General whether his attention had been called to the return of sittings of county courts recently presented to the House, from which it appeared that eleven of the county court judges held less than 120 sittings during the year 1889; and whether any steps would be taken to put in force the 10th and 13th sections of the County Courts Act, 1888, so as to secure more frequent sittings of the courts for the benefit of the suitors, and to provide for a redistribution of judicial work among the judges. The Attorney-General said that the figures given by the right hon. gentleman regarding the number of sittings were substantially correct. He was informed by the Lord Chancellor that orders were constantly made under section 10 of the County Courts Act, 1888, and every attempt was made in order to secure that the sittings should be as full as possible. In many cases where a small number of sittings occurred the time occupied by travelling was very heavy, and he was informed that this was the case in those instances contemplated by the right hon. gentleman's question. Mr. H. Fowler asked whether the orders referred to would be laid on the table. The Attorney-General said he was quite willing to concur in the formation of a return in order to see what the exact number of sittings was and the time occupied by the county court judges.

On Wednesday afternoon Lord Hannen was presented with an address, engrossed on vellum, by the solicitors' managing clerks practising in the Probate and Divorce Division. The presentation took place in Sir C. But's private room, which was formerly occupied by his lordship. Mr. Garnett introduced the deputation, after which Mr. Smith read the address, which expressed the mingled feelings of pleasure and regret with which they learned that his lordship had been called upon by her Majesty to take upon himself the duties of a Lord of Appeal. They thanked him for the uniform courtesy and kindness with which he had always treated them, and hoped he would long be enabled to exercise in the higher tribunal to which he had been summoned the great judicial qualities for which his lordship was so justly renowned. Lord Hannen, in accepting the address, said that amongst the many expressions of good feeling and sympathy that he had received on the occasion of leaving the courts, he could assure them that none had touched him so much as this presentation. He had been a judge for twenty-three years, eighteen out of which were passed in the Probate and Divorce Division, and they must know of the manner in which he had conducted the business in regard to which they had been the chief instruments. It was an enormous satisfaction to him to feel that their verdict was in his favour. He asked them not to misunderstand him. He had a much severer critic in himself than any other man could be of him, and he knew his defects. He might particularly say he had felt for some years past that he had not always exhibited that patience which it was one of the first duties of a judge to exhibit. He might give excuse, but their kindness would probably relieve him of the duty of making them, but if at any time he had hurt any man's feelings he begged his pardon. In thanking them again most cordially for this testimonial of their good feeling, he could only say that his relations with them professionally would end, but he would ever treasure in his heart the warmest gratitude for this kindness which they had done him. His lordship then shook hands with all present, and the proceedings terminated.

## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON		
	APPEAL COURT No. 2.	MR. JUSTICE CHITTY.	MR. JUSTICE NORTH.
Monday, March 23	Mr. Lavia	Mr. Bea	Mr. Pemberton
Tuesday	Carrington	Pugh	Ward
Wednesday	Lavia	Bea	Pemberton
Thursday	Carrington	Pugh	Ward
Mr. Justice STERLING.	Mr. Justice KIRKWITH.	Mr. Justice HOMER.	Mr. Justice FARMER.
Monday, March 23	Mr. Clowes	Mr. Leach	Mr. Farmer
Tuesday	Jackson	Godfrey	Rolt
Wednesday	Clowes	Leach	Farmer
Thursday	Jackson	Godfrey	Rolt

The Easter Vacation will commence on Friday, the 27th day of March, and terminate on Tuesday, the 31st day of March, 1891, both days inclusive.

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

BROADBRIDGE.—March 12, at 5, Elm-road, North Dulwich, Surrey, the wife of Frederick Broadbridge, of Lincoln's-inn, of a son.

ENGLISH.—March 12, at Lowdale Hall, Sleights, Yorkshire, the wife of Arthur English, solicitor, of a daughter.

## DEATHS.

DAVIDSON.—Feb 8, at Singapore, James Guthrie Davidson, advocate and solicitor, Supreme Court Straits Settlements.

DODS.—March 14, at Elliot's Gate, Hexham, Thomas Palliser Dods, aged 68.

GRAY.—March 16, at 28, Forsyth-street, Greenock, John Kerr Gray (late Town Clerk) aged 88.

WELSBY.—March 8, Charles Welsby, barrister-at-law, of Southport, and formerly of Chester, aged 45.

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-street, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

Rents collected and distraints levied to recover same by MESSRS. HENRY C. WOOD (surveyor to the parish of Tooting) and HENRY KIRBY—WOOD & KIRBY—Certified Brokers, 1, Great James-street, Bedford-row, W.C. No charges made to landlords if rent over £20. Troublesome tenants got rid of. Possession also taken under Bills of Sale, Mortgages, &c. Bailiffs to the parish of St. Dunstan-in-the-West and City of London (Farringdon Ward). Money paid over same day received. Bankers, City Bank, Holborn-viaduct. References, if desired, to clients of many years' standing; personal and prompt attention.—[ADVT.]

## WINDING UP NOTICES.

*London Gazette*.—FRIDAY, MAR. 13.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

BRITISH AND FOREIGN REFRIGERATING CO., LIMITED.—Petition for winding up, presented March 5, directed to be heard before North, J., on March 21. Smart, Old Jewry chambers, solicitor for petitioner.

HENRY MILLCHAMP & CO., LIMITED.—Petition for winding up, presented March 12, directed to be heard on Saturday, March 21. Radford & Frankland, Chancery lane, agents for Smith & Co., Birmingham, solicitors for petitioner.

IMPERIAL COLLEGE, LIMITED.—Stirling, J., has fixed Thursday, March 26, at 12, at his chambers, for the appointment of a liquidator.

INTERNATIONAL NEWSPAPER CO., LIMITED.—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to St John Winnie, 14, Catherine st, Strand. Webb & Co., Strand, solicitors for liquidator.

MOUNT BRITTON (QUEENSLAND) GOLD MINES, LIMITED.—Creditors are required, on or before April 7, to send their names and addresses, and the particulars of their debts or claims, to Thomas Equator Young Berrey, 10, Trinity sq., Thursday, April 16, at 12, is appointed for hearing and adjudicating upon the debts and claims.

WINGELLO COAL CO., LIMITED.—English creditors are required, on or before May 1, and Colonial creditors on or before June 30, to send their names and addresses, and particulars of their debts or claims, to Sinclair MacLeay, Winchester House, Old Broad st.

## FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY SOCIETY, Golden Ball Inn, Worksop, Nottingham. March 9.

LIVE AND LET FRIENDLY SOCIETY, Willenhall, Stafford. March 9.

UNION AND PRINCESS ALICE FRIENDLY SOCIETY (LATE UNION GIFT FUND), Star and Garter Inn, Arbour sq., Commercial rd, E. March 10.

*London Gazette*.—TUESDAY, MAR. 17.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

"BILBAO" STEAMSHIP CO., LIMITED.—Creditors are required, on or before April 18, to send their names and addresses, and the particulars of their debts or claims, to E. Breggan and M. Thomas, Exchange bridge, Cardiff.

BLOOM FUEL SYNDICATE, LIMITED.—Petition for winding up, presented March 16, directed to be heard on April 11. Vincent & Vincent, Bridge row, solicitors for petitioners.

ELMORE GOLD CO., LIMITED.—Creditors are required, on or before May 11, to send their names and addresses, and the particulars of their debts or claims, to Mr. Charles Harrison Smith, 11, Blomfield st. Kerly & Co., Gt. Winchester st, solicitors for liquidator.

GREAT GRIMSBY ONWARD BUILDING CO., LIMITED.—Stirling, J., has, by an order dated Feb 25, appointed John Routh, Leeds, to be official liquidator.

LADY GUIDE ASSOCIATION, LIMITED.—Stirling, J., has, by an order dated Jan 20, appointed Mr. Ernest Henry Collins, 19A, Coleman st, official liquidator.

NORTH KENT IRONWORKS, LIMITED.—By an order made by Chitty, J., dated March 4, it was ordered that the voluntary winding up of the company be discontinued. Woolley, Gt. Winchester st, solicitor for petitioner.

RALPH HOWARTH & CO., LIMITED.—Creditors are required, on or before April 8, to send their names and addresses, and the particulars of their debts or claims, to John Pickles, 39, Regent st, Rochdale.

SIMSON & MASON, LIMITED.—By an order made by Kekewich, J., dated March 7, it was ordered that the voluntary winding up of the company be discontinued. Irvine & Co., Hart st, Mark lane, solicitors for petitioners.

STOCK AND SHARE AUCTION AND BANKING CO., LIMITED.—By an order made by Stirling, J., dated March 7, it was ordered that the voluntary winding up of the company be discontinued. Satchell & Chaple, Queen st, Cheshire, solicitors for petitioner.

## FRIENDLY SOCIETY DISSOLVED.

UNION OF ESSEX LODGE, Branch 562, West Essex District Improved Independent Order of Odd Fellows Society, Crown Inn, Loughton, Essex. March 13.

CREDITORS' NOTICES.  
UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 13.

CURRELL, GEORGE, Winchester, Fishing Tackle Maker. April 13. Jervoise v Currell  
North, J. Warner, Winchester

KEELEY, HANNAH, Earl's Court rd, Kensington. April 10. Keeley v Courtney, North, J.  
Chidley, Gt Winchester st

TELFORD, WILHELMINA ELIZABETH, Hulme, Lancaster. April 15. Telford v Telford,  
Chitty, J. Rideal, Manchester

London Gazette.—TUESDAY, March 17.

CLARE, SIDNEY PASCOE, Park lane, Stoke Newington, Commercial Traveller. April 20.  
Prosser v Clare, North, J. Spiller, Bucklersbury

HARTLEY, EDMUND, Wardle, Rochdale, Yeoman. April 10. Nuttall v Whittaker, North,  
J. Keeble, Laurence Pountney hill, Cannon st

KIDD, PEARSON WARD, Sunderland, Innkeeper. April 15. Kidd v Kidd, Kekewich,  
Hindson-Miller & Vernon, Moorgate st

## UNDER 22 &amp; 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 6.

ALDERSON, JOHN, March Gate lane, Stratford, Rope Manufacturer. April 16. Spencer &  
Co, Cheapside

ALLEN, WILLIAM, Krahholm, Narva, Russia, Engineer. April 20. Gould & Coombe,  
Sheffield

ALDERSON, HENRY, Harpur st, Bloomsbury, Hotel Keeper. April 6. Mann & Taylor,  
New Oxford st

AUBERTIN, PETER, Norwood, Surrey. April 9. Stewart & Co, Coleman st

BAYLIFFE, JANE, Mulgrave st, Liverpool. April 6. Barrell & Co, Liverpool

BENTLEY, WILLIAM JAMES, Monkfryston, Yorks, Gent. April 18. Weddall & Co, Selby

BURCHNALL, ANN, Clapham rd, Surrey. March 20. Keily, Goswell rd

CLAPTON, THOMAS, Lifton, Devon. April 6. Rundell & Martyn, Devonport.

COOK, ALICE, Luton, Beds. April 15. Roberts, Luton, and Outer Temple, Strand

COOKE, BEATRICE ELIZABETH LARKE, Blofield, Norfolk. April 13. Bavin & Daynes,  
Norwich

COOKE, JOHN KENDLE, Seven Sister's rd, Holloway, Coal Merchant. April 4. Gerrish &  
Foster, College st, College Hill

COULDREY, WILLIAM JOHN, Ewell, Surrey. April 6. Hedges & Brandreth, Red  
Lion sq

CUBE, CANON EDWARD CAPEL, Grosvenor st. April 15. Lowe & Co, Temple grds

DALTON, FREDERICK GEORGE, Sheffield, Gent. April 13. Bramley, Sheffield

DEAR, JAMES, Winchester, Merchant. March 25. Wooldridge, Sandown, I W

ERLAM, MARY ANN, Stacey rd, Forest Gate. May 5. Haynes & Silk, Suffolk lane

GILLESPIE, ROBERT ROLLO, Mhow, India, Major-General. April 14. Davidson, Spring  
grdns

HILLMAN, SUSANNAH, Kidderminster. April 13. Ivens & Morton, Kidderminster

HOLLIS, THOMAS, St Petersburg pl, Bayswater, Bookseller. April 18. Harris, Cole-  
man st

HUMPHREY, WILLIAM, Dockwell, Heston, Market Gardener. May 1. Peake, Mitre court,  
Temple, and Hounslow

HURST, WILLIAM, Stoneycroft, nr Liverpool, Gent. April 6. Mackay & Cornish, Liver-  
pool

JENNINGS, ALFRED, Deal, Cattle Dealer. Mar 26. Payne, Deal, and Sandwich

JERRARD, SAMUEL BARTLETT, Exeter, Gent. April 10. Jerman, Exeter

KENNARD, COLERIDGE JOHN, Upper Grosvenor st, Esq. April 15. Parker & Co, Cornhill<sup>1</sup>

LAURIE, ELIZA HELEN, Porchester terrace, Bayswater. April 30. Pollock & Co, Lincoln's  
inn fields

LOVEY, EDWARD, Ponsanooth, Saint Gluvias, Cornwall. April 20. Jenkins, Penryn

MASON, HENRY, Basinghall st, Gent. April 13. Lindsay & Co, Basinghall st

MIDGLEY, JOHN, Yeadon, York. March 31. Watson & Co, Bradford

MORRIS, EDWARD, Yokohama, Japan, Bank Manager. May 6. Harwood & Stephenson,  
Lombard st

PALGRAVE, THOMAS, Llansantffraid, Glan Conway, Denbigh, Esq. J.P. May 1. H. C. &  
A. S. Reynolds, Liverpool

POWIS, JOHN, Neath Abbey, nr Neath, Glam, Licensed Victualler. April 16. Charles,  
Neath

POYNER, JOHN, New Tupton, Derby, Innkeeper. April 10. Jones & Middleton, Chester-  
field

ROBSON, ROBERT, Ovington, Northumbld, Farmer. April 13. Baty, Hexham

SIMPSON, MARY ELIZABETH, Werrington, Torquay. April 16. Witham & Co, Gray's inn  
square

SKINNER, JOHN, Burgess Hill, Sussex, retired Butler. April 17. Burton, Tunbridge  
Wells

SLOWGOVE, RICHARD, Watford, Herts. April 4. Lowe & Co, Temple grds

SMITH, FREDERICK MURRAY, Evesham, Gent. June 1. Byrch & Cox, Evesham

SMITH, WILLIAM, South Stockton, Innkeeper. April 18. Fawcett & Faber, Stockton on  
Tees

STRICKLAND, GEORGE, Eastbourne, Merchant. April 21. Chalinder, Hastings

STURGEON, CHARLES, South Ockenden, Essex, Farmer. April 20. Francis & Calley,  
Austinfriars

WILCOCKS, CHARLES, Loughborough, Leics, Grocer. April 18. Moss, Loughborough

London Gazette.—TUESDAY, Mar. 10.

ANGUS, GEORGE, Newcastle upon Tyne, Leather Factor. April 20. Stanton & Atkinson,  
Newcastle upon Tyne

ASHLEY, HON MARIA ANNE, St James's Palace, Westminster. April 6. Broughton & Co,  
Gt Marlborough st

BICKEL, ANNA MARIE MATILDA, Leeds, Schoolmistress. April 7. Palethorpe & Postle-  
thwaite, Leeds

BROWN, JOHN, Southport, retired Chemist. April 10. Hope, Atherton and Wigan

BYRNE, ALICE MARIA, Moss Side, Manchester. April 7. Orrell, Manchester

CHERRY, EMILY, Leigh rd, Highbury. April 17. Wild & Wild, Lawrence lane

CHURCHILL, JOHN BENJAMIN, Ryde, I W. April 17. Vincent, Ryde

COSHAM, HANDELL, Bath, Colliery Proprietor, M.P. April 4. Osborne & Co, Bristol

COURTNEY, JAMES, Exeter, Gent. April 18. Prickman & Bissell, Exeter

CRAYEN, JOHN HUGH, Longlee House, nr Alnwick, Farmer. May 1. Criddle, Newcastle  
upon Tyne

ELPHINSTONE, ELIZABETH JULIA, St Leonards on Sea. May 7. Lawrence & Co, New  
sq, Lincoln's inn

FARENDELL, MARTHA, Chichester. April 30. Arnold & Co, Chichester

FITTON, ABRAHAM ALFRED, Batley, Auctioneer's Clerk. March 25. Deane & Son,  
Batley

FOSTER, EDWIN, Hipperholme, Halifax, Gent. March 31. Storey & Co, Halifax

FUTTER, ROBERT, Mombasa, British East Africa, Engine Driver. March 21. Brown &  
Cook, Cromer, Norfolk

GRAY, MARY ANN, Egremont, Chester. April 14. McKenna, Liverpool

GREEN, JAMES, Westhoughton, Lancs, Shopkeeper. April 10. Hope, Atherton

GREENWOOD, JOHN, Glen View, nr Hebden Bridge, Halifax, Gent. April 17. Shaw,  
Hebden Bridge

HAMPTON, ANDREW, Blackrod, Lancs, Coal Tipping Contractor. April 5. Samuels,  
Chorley

HART, HENRY NEVILLE, Maresfield grds, Hampstead, Gent. April 20. Chappell &  
Griffith, Golden sq

HARVEY, MARY, Hastings. April 21. Meadows & Co, Hastings

HENDERSON, CHARLES PATON, the younger, Torquay, Esq. April 11. Travers & Co,  
Throgmorton av

HOODSON, ELIZABETH, Wakefield. April 4. Keighley, Wakefield

HOODSON, WILLIAM, Wakefield, Fruiterer. April 4. Keighley, Wakefield

HORSEY, CHARLES, Billiter sq, Auctioneer. April 10. Stibbard & Co, Leadenhall st

HOWORTH, MARY, Pemberton, Lancs, Shopkeeper. April 15. Price, Wigan

LUMLEY, FREDERICK, River st, Clerkenwell, Confectioner. April 21. Bolton & Co, Temple  
gardens

MARTINEAU, JOHN PHILIP, Paper bldings, Temple, Solicitor. April 22. Walker & Co,  
Theobald's rd, Gray's inn rd

MAXWELL, WILLIAM, Campbell rd, Bow, Credit Draper. March 31. Forbes, London  
Fenchurch st, and Bow rd

MOSLEY, GEORGE, West Brighton, retired Surgeon. April 12. Fardell & Canning,  
Mitre chmrs, Temple

MOSES, ELIZABETH, Fembury crescent, Notting Hill. April 15. Montague, Buckle-  
bury

NEGUS, SARAH, Chatteris, Isle of Ely, Cambs. May 1. Ruston, Chatteris

NEWBERRY, JAMES SERLE, Colyton, Devon, Farmer. April 21. Every, Honiton

PARKER, EMANUEL, Plumstead, Kent. March 26. Greenup, Woolwich

RAYNER, WILLIAM ASQUITH, Morley, Yorks, formerly Butcher. April 9. Butler &  
Middlebrook, Leeds

REECE, ROBERT, Tunbridge Wells, Gent. May 1. Taylor & Taylor, New Broad st

RENSHAW, WILLIAM, Sale, Cheshire. March 31. Parker & Ayre, Manchester

SLADE, SIR ALFRED FREDERICK ADOLPHUS, Mansel, Somerset, Bart. April 20. Witham  
& Co, Gray's inn square

STEAD, JOHN, Leeds, Yeoman. May 1. Harland & Ingham, Leeds

STEVENS, CAROLINE, Molescroft, nr Beverley, Yorks. May 11. Leak & Co, Kingston  
upon Hull

ST JOHN, ELLEN GEORGINA, BARONESS, Rickling, Essex. April 20. Farrer & Co, Lincoln's  
inn fields

SYMONDS, EDMUND, Bouvorie st, Bookbinder. April 6. Thomsom & Co, Cornhill

THICKBROOK, GEORGE JAMES, Norwood rd, West Norwood, Milliner. April 10. Bonner  
& Co, Fenchurch st

TOYNE, JOHN, Sheffield, Tailor. April 17. Rodgers & Co, Sheffield

VERNHAM, JAMES, Old Broad st, Wine Merchant. April 15. Drake & Co, Broad lane

WALMESLEY, CATHERINE MARY, Witham, Essex. April 10. Norris & Norris, Bedford  
row

WHILES, ALEXANDER, Stapleford, Notts, Gent. April 2. Carter, Nottingham

WHITELEY, JOHN, Rippenden, Halifax, Gent. April 13. Rhodes & Evans, Halifax

WILLIAMSON, GEORGE CHRISTOPHER, Albion grove, Barnsbury, Commercial Clerk. April  
15. Tubbs, John st, Bedford row

WILLIAMSON, SARAH, Albion grove, Barnsbury. April 15. Tubbs, John st, Bedford row

WOODALL, JAMES WILLIAM, Manchester, Solicitor. May 9. Woodall & Marriott, Man-  
chester

WORLEIGH, FRANCES MARY, Sandcombe rd, Kew. April 14. Mills & Co, Brunswick pl,  
City rd

WORTHINGTON, RICHARD, Mincing lane, Tea Merchant. April 1. Travers & Co, Throg-  
morton avenue

London Gazette.—FRIDAY, March 13.

ADAMSON, DANIEL, Dukinfield, Chester, Engineer. May 13. Brooks & Co, Ashton  
under Lyne

BAILEY, ANNABELLA, Holly st, Dalston. April 15. Thomas & Metcalfe, Chancery lane

BECK, ROBERT, Liverpool, Coal Merchant. April 7. Stephenson, Liverpool

BEVON, JOHN BLADDER INGLIS, Shelton, Staffs, Professor of Music. April 30. Walley,  
Manchester

BLACKMORE, MARY, New Alresford, Hants. May 1. Blackmore & Co, Alresford

BLACKWELL, WILLIAM ERNEST, Soho sq, Esq. May 8. Stevens, Queen Victoria st

BOND, CHARLOTTE, Winchester ter, Newcastle on Tyne. April 14. Bird, Watling st

BROWN, JAMES WILLIAM SACKVILLE st. April 14. Taylor, Old Burlington st

BROWN, JANE KATE ELIZA, Sackville st. April 14. Taylor, Old Burlington st

BURDGE, SAMUEL, Bristol, Chemist. April 30. Danger & Cartwright, Bristol

CALVERT, JONATHAN, Ovenden, nr Halifax, Gent. May 20. Sutcliffe, Hebden Bridge  
and Halifax

CHAMPION, HENRY, Minchampton, Glos. April 30. Smiles & Co, Bedford row

CHURCH, SAMUEL KING, Fopstone rd, Managing Director of a Company. April 23. A. R.  
& H. Steele, College hill

CLARK, ROSINA, Bethnal House Asylum, Bethnal Green. April 30. Graldy & Co, Chan-  
cery lane

COUNSEL, EDWARD, Blackley, nr Manchester, Publican. April 28. Symonds, Manchester

CRAIG, WILLIAM, Newcastle on Tyne, Draper. May 1. Stobo & Livingston, Newcastle  
on Tyne

DOWNEY, MARGARET, Rennington, Northumbld. April 30. Hindmarsh, Alnwick

EARNSHAW, JOHN, Whitworth, nr Rochdale, Gent. May 1. Standing & Co, Rochdale

EAVES, JANE, Shrewsbury. April 18. How & Son, Shrewsbury

GIBSON, EMILY CAROLINE, Upper Deal, Kent. April 16. Murray & Co, Bircham lane

GLENIE, ANNE SOPHIA, Vico Zucchelli, Rome. April 30. Westhopper & Co, Ipswich

GREENWOOD, CHARLES, Whitepost lane, Hackney Wick, Oil Merchant. April 9. Dubois  
& Co, Pancras lane

HALL, ELIZABETH, Wavertree, Lancs. April 20. Masters & Rogers, Liverpool

HARRIS, MARTHA, Rogate, Sussex. April 30. Albery & Lucas, Midhurst

HEARSON, GEORGE HENRY, Tientsin, China, Instructor of Engineering. May 1. Leigh-ton, Clement's inn

HEWITT, CHARLES, Mountstuart, Leics, Gent. May 12. Toone & Bartlett, Loughborough

HILL, WILLIAM, New Brighton, Cheshire, Grocer. April 18. Reinhardt, Birkenhead

HUGHES, ANN, Edith grove, Chelsea. April 23. Everett, Chancery lane

HUGHES, CATHERINE, Cerrig-ydrudion, Denbigh. May 12. Davies, Denbigh

KERSLEY, FRANCIS, Burgess hill, Keymer, Sussex, Esq. April 25. Burridge, Shaftesbury

LING, JAMES, Winchester st, Pimlico, Tailor. March 31. Blunt & Lawford, Gresham st

MACLEOD, MALCOLM, Malmesbury, Wilts, Esq. April 18. Jones & Forrester, Malmesbury

MATKIN, JANE, Kensington st, Bradford. May 1. Berry & Co, Bradford

MCKENZIE, THOMAS, St Helens, Lancs. May 9. Ansell & Eccles, St Helens

MOTT, HENRY HACKETT, Paternoster sq, upholsterer's Warehouseman. April 27. May & Co, Adelaide pl, London Bridge

MOUNSTAIN, MARGARET SOPHIA, St Mary's terr, Newcastle upon Tyne. April 18. Radford, Newcastle upon Tyne

MURRAY, DAVID ALEXANDER, Manchester, Art Decorator. May 1. Boardman, Manchester

NEVILLE, ROBERT WHATELY, Tamworth, Warwick, Solicitor. April 17. Mathews & Co, Birmingham

PLAYER, JOHN, Nottingham. May 1. J. & A. Bright, Nottingham

POLLARD, WILLIAM, Croydon, Surrey, Timber Merchant. April 25. Bonney, Chancery lane

POND, ELIZABETH MARGARET, Millbrook, St Lawrence, St Helier's, Jersey. May 21. Moore, Gt James st, Bedford row

PORTER, ROBERT THOMAS, Bucknall, Lincs, Farmer. April 30. Tonbey & Co, Lincoln

PROBERT, MARGARET, Sharples, Lancs. April 2. Mather, Bolton

ROSE, JANE, Adelaide rd, South Hampstead. April 12. Robins & Co, Old Broad st

SAVAGE, WILLIAM, Wandsworth rd, Innkeeper. April 15. Newland, Duke st, Adelphi

SCHULLER, FREDERICK SPASIAN, South Park rd, Wimbledon, Gent. April 30. Nicholson, Lancaster pl, Strand

SEAWARD, JAMES, High st, Islington, Victualler. April 23. Hunt & Co, St Swithin's lane and Romford and Grays

SHEPHERD, MARY ANN, Alnemouth, Northumbria. April 30. Hindmarsh, Alnwick

SHEPHERD, WILLIAM, Alnemouth, Sawyer. April 30. Hindmarsh, Alnwick

SKONE, JAMES, Haverfordwest, Gent. April 18. Eaton Evans & Williams, Haverfordwest

STEPHENSON, WILLIAM, Askwith, Yorks, Farmer. May 1. Berry & Co, Bradford

SUDBURY, JANE, Witherseed in Holderness, Yorks. May 11. Leak & Co, Kingston upon Hull

TAYLOR, JOHN, Stokeleigh, Torquay, Esq. May 1. Lindop, Torquay

TELOW, TITUS, Ashton under Lyne, Grocer. May 14. Brooks & Co, Ashton under Lyne

THREHERY, HENRY, Brook Green, Hammersmith, formerly Clerk. May 1. Bird & Moore, Gray's inn sq

VOSS, THOMAS HAVILAND, Dorchester, Gent. March 31. Weston, Dorchester

WAIN, HANNAH, Molesley, Ashton under Lyne. March 31. Ponsonby & Carlile, Oldham

WARD, MARIA DOROTHY, Kingston upon Hull. June 15. Harland & Son, Bridlington

WEBSTER, ELLEN, Padham, Lancs. April 8. Bertwistle, Bury

WHITE, CHARLES WILLIAM, Petersham, Surrey, Lieutenant-Colonel in Scots Fusilier Guards. May 1. Carlile & Co, New sq, Lincoln's inn

WILSON, THOMAS, Borrowdale, Crosthwaite, Cumbri, Gent. April 18. Hayton & Simpson, Cockermouth

WONACOTT, WILLIAM GEORGE, Augustus st, Regent's Park, Gent. April 16. Leathley, & Willes, Lincoln's inn fields

WOOD, JAMES, ASPLEY, Huddersfield, Licensed Victualler. April 15. Laycock & Co, Huddersfield

*London Gazette.*—TUESDAY, March 17.

AUSTIN, CHARLOTTE, Oxford. April 30. Storey & Cowland, Theobald's rd, Gray's inn.

BAILEY, JAMES, Croydon, Surrey, Gent. April 21. Hogan & Hughes, Martin's lane, Cannon st

BEAMISH, NOAH, Egremont, Chester. April 11. Thompson & Hughes, Birkenhead

BLAND, JANE, Pickering, Yorks. April 15. E. & J. Peters, York

BLAND, JANE, Pickering, Yorks, Widow. April 15. E. & J. Peters, York

BRAILSFORD, WILLIAM, Edward sq, Kensington, Gent. April 30. Mott & Co, Bedford row

BRIGGS, JAMES, Clitheroe, Lancs, Gent. April 18. Robinson & Sons, Clitheroe

DAVIES, WILLIAM, Cardiff, Boot Maker. April 12. Herne, Cardiff

DRUMMOND, MARIA, Hyde Park grds. April 2. Upton & Co, Austinfriars

FLECKNOE, JOHN, WILLIAM, Chertsey, Surrey, Hotel Keeper. April 4. Paine & Brettell, Chertsey

GARRETT, JOHN, Norwich, Draper. May 1. Bavin & Daynes, Norwich

GILES, SAMUEL HOOD LINSEE, Drayton grds, South Kensington, Gent. May 8. Minet & Co, King William st

GREGORY, JOHN, the Avenue, Forest Gate, Esq. April 30. Edell & Co, King st, Cheap-side

HANNAN, WILLIAM, Birkenhead, Licensed Victualler. April 11. Thompson & Hughes, Birkenhead

HARRIS, THOMAS, Lichfield, Gent, formerly Coal Merchant. April 30. Barnes & Son, Lichfield

HARRIS, REV WILLIAM BOWEN, St Bride's, Pembs, Clerk. April 6. Davies & Co, Haverfordwest

HEALEY, CAROLINE, Ashby Decoy Cottage, Lincs. April 27. Parkin & Co, Doncaster

HEALEY, HENRY, Ashby Decoy Cottage, Lincs, Esq. April 27. Parkin & Co, Doncaster

HENLEY, MARY ANN, Surbiton, Surrey. May 7. Bell, Kingston on Thames

HUNTER, MICHAEL, Stockton on Tees, Innkeeper. April 22. Fawcett & Faber, Stockton on Tees

LARKIN, ANN WINCH, Welbeck st. April 24. Sherlock, Serjeant's inn, Fleet st

LITTLE, DAVID, Bradford, Solicitor. May 1. Taylor & Co, Bradford

NOSEDO, SARAH ELIZABETH, Baroness de MARTINI, Mieders, Innsbruck, Austria. April 15. Blount & Co, Arundel st, Strand

MAXWELL, ARTHUR, Pancras rd, King's Cross, Licensed Victualler. April 13. Roberts, Bedford row

METHRICK, MARY, Canton, Cardiff. April 13. Williams, Cardiff

MOSES, ELIZABETH, Pembridge crescent, Notting Hill. April 15. Montague, Bucklersbury

MURPHY, JAMES, Birkenhead, Beerhouse Keeper. April 11. Thompson & Hughes, Birkenhead

NELSON, GEORGE, Kingston upon Hull, Gent. April 20. Jordeson, Hull

NICKS, WILLIAM, Charlwood st, Pimlico, Gent. May 1. Kerly & Co, Gt Winchester st

PALMER, HORATIO NELSON, Buxton, Derbyshire. May 1. Herbert, Cork st, Burlington gardens

POOLE, THOMAS LEWIS, Gloucester, Solicitor. April 15. Champney & Long, Gloucester

PULLAN, MARY LESCHALLAS, Melbury rd, Kensington. April 20. Leefe & Leefe, Quality court, Chancery lane

RAWLINSON, MARY, Ulverston, Lancs. April 20. Johnson & Co, Lincoln's inn fields

RICHARDSON, THOMAS, Hartlepool, Esq. M.P., Marine Engine Builder. April 30. Munns & Longden, Old Jewry

ROADS, SARAH, Wingrove, Bucks. April 30. Fell, Aylesbury

ROBINSON, JANE, Wellclose terr, Leeds. June 1. Bulmer & Lawson, Leeds

ROWLAND, THOMAS, Monk Haeddon, Durham, retired Farmer. May 1. Lisle, Durham

SCANNELL, HONORA, Ovington st, Chelsea. April 16. Leathley & Willes, Lincoln's inn

STEVENS, THOMAS, Kingston on Thames. May 7. Bell, Kingston on Thames

STUART, MARY, Harley st, Cavendish sq. April 30. Whitakers & Woolbert, Lincoln's inn fields

SUTCLIFFE, JOHN, Halifax, retired Wool Buyer. May 1. Boocock, Halifax

TAYLOR, ANN, Croydon, Surrey. April 21. Hogan & Hughes, Martin's lane, Cannon st

THOMPSON, LUKE, Saltburn by the Sea, Yorks, Solicitor. April 18. Spry, Middlesborough

THOMPSON, WILLIAM CHOPPIN, Howick, Auckland, New Zealand, Gent. May 22. Lewis & Pain, Dover

TILLY, CAROLINE, Montpellier, Gloucester. April 17. Scott, Gloucester

TOSSELL, SUSANNAH, Foot's Cray, Kent, Baker. April 30. Marchant, King's Bench walk, Temple

WERRET, JANE, Down's rd, Clapton. April 21. Hogan & Hughes, Martin's lane, Cannon st

WHISTON, MARGARET MATILDA, Surbiton, Surrey. May 7. Bell, Kingston on Thames

WHITECROSS, WILLIAM WALKER, Mortimer st, Kingland rd, Gent. April 17. Lawrence & Co, Old Jewry chmrs

WOODBUFF, THOMAS, Hale, Lancs, Farmer. May 1. Brabner & Court, Liverpool

## BANKRUPTCY NOTICES.

*London Gazette.*—FRIDAY, March 13.  
RECEIVING ORDERS.

ADAMS, RICHARD STANLEY, LEOPOLD WOOD, BRADBURY, and CHARLES WILLIAM HINDS, Longton, Staffs, Earthenware Manufacturers Stoke upon Trent Pet March 10 Ord March 10

ALLMAN, WILLIAM, Kingston upon Hull, Boot Manufacturer. Pet March 11 Ord March 11

BERRY, JAMES W., Eastcheap, Commercial Clerk High Court Pet Feb 13 Ord March 10

BEDFORDHAWK, E. Brook st, Hanover sq, High Court Pet Jan 9 Ord March 9

CENTER, ELIAS JONES, Leicester, formerly Milk Dealer Leicester Pet March 10 Ord March 10

CHAPMAN, WILLIAM, Sawley, nr Ripon, Yorks, Cattle Dealer Northallerton Pet March 9 Ord March 9

CLARK, GEORGE, Leicester, Grocer Leicester Pet March 10 Ord March 10

CLARK, WILLIAM, Wycombe, Leics, Farmer Leicester Pet Feb 25 Ord March 9

CLARK, WILLIAM SMITH, Bagthorpe, Selston, Notts, Miner Derby Pet March 9 Ord March 9

EDWARDS, WILLIAM SHADBACH, Kidderminster, Grocer Kidderminster Pet March 6 Ord March 9

ELLIOTT, ISAAC GRAHAM, Newcastle on Tyne, Wholesale Grocer Newcastle on Tyne Pet Mar 11 Ord Mar 11

GREENWOOD, THOMAS HARGRAVE, Shirley, Yorks, Painter Bradford Pet Mar 11 Ord March 11

GUNNISON, SOUTHPHILL & CO, St Mary axi, Merchants High Court Pet Oct 20 Ord Mar 10

HARRIS, JOHN, Middlesborough, Railman Middlesborough Pet Mar 9 Ord Mar 9

HILL, CHARLES GEORGE, late of Petworth, Sussex, Relieving Officer Brighton Pet Feb 20 Ord Mar 9

LEWIS, GEORGE, Tunbridge Wells, Baker Tunbridge Wells Pet Mar 9 Ord Mar 9

MEEDE, WILLIAM, Boston, Lincs, Licensed Victualler Boston Pet Mar 9 Ord Mar 9

MORTON, DAVID, Nottingham, Bleacher Nottingham Pet Feb 19 Ord Mar 9

OLDFIELD, THOMAS, Miles st, Beaver lane, Hammersmith, Clerk in the War Office High Court Pet Feb 19 Ord Mar 11

PAYNE, ALFRED, COLSTON, Kingswood, Glos, Boot Manufacturer Bristol Pet Mar 9 Ord Mar 9

POWELL, JOHN, FREDERICK, Soho, Birmingham, Hatter Birmingham Pet Mar 10 Ord Mar 10

SCALFEE, WILLIAM, Lowestoft, Fish Buyer Great Yarmouth Pet Feb 25 Ord March 9

SHARHATT, FRANK ARTHUR, Droylsden, Lancs, Manufacturing Chemist Manchester Pet March 10 Ord March 10

SHEPPARD, JOHN ALFRED, and FREDERICK SHEPPARD, Olmst st, Osmary rd, Old Kent rd, Shive Manufacturers High Court Pet March 7 Ord March 9

SMITH, THOMAS EDWARD, Milton rd, South Horsey, Assistant Schoolmaster Edmonton Pet March 7 Ord March 7

THOMPSON, JOHN VINCENT LEIGH, Southwark Bridge rd, Engineer High Court Pet March 9 Ord March 9

TOW, SAMUEL, Cambridge, Fishmonger Cambridge Pet March 9 Ord March 9

TOWARD, THOMAS, Simpasture, Great Ayckiffe, Durham, Flatslayer Stockton on Tees and Middlesborough Pet March 9 Ord March 9

UNDERHILL, GEORGE, Great Grimsby, Umbrella Maker Great Grimsby Pet March 9 Ord March 9

WADE, GEOFREY, Birstall, Yorks, Gear Maker Dewsbury Pet March 11 Ord March 11

WHITAKER, JAMES HITCHCOCK, Manchester, Cotton Spinner Manchester Pet March 6 Ord March 6

WHITEHEAD, HARRY, Cambridge, Fishmonger Cambridge Pet March 9 Ord March 9

WINGFIELD, JAMES, Sheffield, Grocer Sheffield Pet March 10 Ord March 10

**FIRST MEETINGS.**

ALLDEN, WILLIAM, Aldershot, Hay Salesman Mar 20 at 3 24, Railway app, London Bridge

BALME, JOSEPH SUTCLIFFE, Halifax, Yeast Dealer Mar 23 at 11 Off Rec, Halifax

BARKER, FARINI ARTHUR, Fulham rd, Pianoforte Dealer Mar 25 at 12 Bankruptcy bldg, Portugal st, Lincoln's inn fields

BEECROFT, JAMES, Newington, Kingston upon Hull, Agent for Sale of Hay Mar 20 at 11 Off Rec, Trinity House lane, Hull

BERRY, JAMES W., Eastcheap, Commercial Clerk Mar 25 at 2.30 33, Carey st, Lincoln's inn fields

BINNAN, THOMAS WILLIAMS, Kidderminster, Builder Mar 20 at 12.30 Lion Hotel, Kidderminster

BIRCHALL, GEORGE, Gracechurch st, Solicitor Mar 23 at 1 33, Carey st, Lincoln's inn fields

BUCKLER, JOSEPH ROBERT, Chapel End, nr Nunsthorpe, Cattle Dealer March 20 at 2.15 Off Rec, 17, Hertford st, Coventry

BURKINSHAW, CHARLES H., late of Leeds, formerly Money Lender Mar 23 at 12 Off Rec, 22, Park row, Leeds

CASE, GEORGE, Sunbury, Boot Maker Mar 20 at 12.30 21, Railway app, London Bridge

CASSELL, FREDERICK, Plough Bridge, Rotherhithe, Asphalte Manufacturer March 23 at 12 33, Carey st, Lincoln's inn fields

CLARKE, WILLIAM SMITH, Bagthorpe, Selston, Notts, Miner March 20 at 2.30 11 Off Rec, St James's chmrs, Derby

COHEN, ROBERT, Leeds, Jeweller's Assistant March 23 at 11 Off Rec, 22, Park row, Leeds

DAVIES, JOHN, Landore, Swansea, Grocer March 23 at 12 Off Rec, 97, Oxford st, Swansea

DIGBY, ALFRED WYATT, Liverpool st, Solicitor March 25 at 12 Bankruptcy bldings, Portugal st, Lincoln's inn fields

EDWARDS, JOSIAN, Kidderminster, Baker March 20 at 1.40 A. S. Thursfield, solicitor, Kidderminster

FOWLER, JOSEPH, late of Frederick st, St John's Wood March 24 at 1 33, Carey st, Lincoln's inn fields

GREENWOOD, THOMAS HARGRAVE, Shipley, Yorks, Painter March 21 at 12.30 Off Rec, 31, Manor row, Bradford

HELEN, ALEXANDER WALLACE, Bradford, Draper March 24 at 12 Off Rec, 31, Manor row, Bradford

HODDINOTT, ISAAC, Shelsley Beauchamp, Worcs, Farmer March 25 at 10.30 Off Rec, Worcester

HOWE, SAMUEL, Woodley, Cheshire, Farmer March 23 at 11.30 Off Rec, County chmrs, Market pl, Stockport

IVEY, PEARCE, Plymouth, Licensed Victualler Mar 23 at 11 10, Atheneum terr, Plymouth

JOHNSON, THOMAS, North Shields, Boot Dealer Mar 24 at 2.30 Off Rec, Pink lane, Newcastle on Tyne

JOHNSTON, HENRY CALVERT, Liverpool, Builder Mar 23 at 3 Off Rec, 35, Victoria st, Liverpool

JONES, WILLIAM, Liverpool, Saw Mills Proprietor Mar 23 at 2 Off Rec, 35, Victoria st, Liverpool

LAND, JOSEPH, THOMAS LAND, and WILLIAM DAWES LAND, Esholt, nr Gargrave, Yorks, Farmers Mar 25 at 12 Off Rec, 31, Manor row, Bradford

MACHIN, JOHN ROBERT, Walsall, Grocer April 2 at 11.30 Off Rec, Walsall

MARTIN, H. M., Southampton row, Agent Mar 25 at 11 33, Carey st, Lincoln's inn

MASSEY, GEORGE, Camberwell rd, Boot Manufacturer Mar 23 at 1 33, Carey st, Lincoln's inn

MOSS, JOSEPH, Rotherham, Boot Maker Mar 23 at 2.20 Off Rec, Figgate lane, Sheffield

NEVILLE, HENRY WILLIAM MICHAEL, Mertonham, Suffolk, Gt Mt 21 at 1 Off Rec, 8, King st, Norwich

PATERSON, JAMES HENRY, Percy terc, Fairfax rd, Tottenham, Clerc in Custome March 20 at 3 Off Rec, 95, Temple chmrs, Temple avenue

PEACEY, REGINALD DECIMUS, Newcastle on Tyne, Tea Merchant March 21 at 11 Off Rec, Pink lane, Newcastle on Tyne

RAFT, J. C., Hampton Hill, no occupation March 20 at 11.30 21, Railways approach, London Bridge

ROBISON, FREDERICK ADOLPHUS, St Mary Extra, Southampton, Gt Mt 24 at 2 Off Rec, 4, East st, Southampton

SAMUELS, ERNEST ISAAC, Wolverhampton, Hotel Proprietor March 20 at 3 Off Rec, Wolverhampton

TIMMINS, WILLIAM, and ROBERT TOWNSEND MAYO, Dudley, Fender Manufacturers March 23 at 12 Dudley Arms Hotel, Dudley

TOW, SAMUEL, Cambridge, Fishmonger March 26 at 12.30 Off Rec, 5, Petty Cury, Cambridge

UNDERHILL, GEORGE, Gt Grimsby, Umbrella Maker March 25 at 11 Off Rec, 3, Haven st, Gt Grimsby

WHITAKER, JAMES HITCHON, Manchester, Cotton Spinner March 20 at 3.30 Off Rec, Odgen's chmrs, Bridge st, Manchester

WHITEHEAD, HARRY, Cambridge, Fishmonger March 26 at 12 Off Rec, 5, Petty Cury, Cambridge

## ADJUDICATIONS.

ADAMS, RICHARD STANLEY, LEOPOLD WOOD BRADBURY, and CHARLES WILLIAM HINDS, Longton, Staffs, Earthenware Manufacturers Stoke upon Trent Pet Mar 9 Ord Mar 10

ALLMAN, WILLIAM HENRY, Birmingham, Clothier Birmingham Pet Mar 3 Ord Mar 9

BALME, JOSEPH SUTCLIFFE, Halifax, Yeast Dealer Halifax Pet Mar 6 Ord Mar 11

BAMBER, ELIZABETH BOLT, Preston, Fruiterer Preston Pet Feb 24 Ord Mar 11

BERRY, JAMES W., Eastcheap, Commercial Clerk High Court Pet Feb 3 Ord Mar 10

BIRCHALL, GEORGE, Gracechurch st, Solicitor High Court Pet Feb 10 Ord Mar 9

BUCKLER, JOSEPH, Chapel End, nr Nuneaton, Cattle Dealer Coventry Pet Mar 6 Ord Mar 9

CARTER, ELLIS JOHN, Leicester, formerly Milk Dealer Leicester Pet Mar 10 Ord Mar 10

CARTER, GEORGE, Pentonville rd, Islington, Licensed Victualler High Court Pet Feb 19 Ord Mar 11

CHAPMAN, WILLIAM, Sawley, nr Ripon, Yorks, Cattle Dealer Northallerton Pet Mar 9 Ord Mar 9

CLARKE, WILLIAM SMITH, Bagthorpe, Selston, Notts, Miner Derby Pet Mar 7 Ord Mar 9

DANZIGER, D. DARYC, Cophall avenue, Financial Agent High Court Pet Feb 3 Ord Mar 10

EDWARDS, WILLIAM SHADRACH, Kidderminster, Grocer Kidderminster Pet Mar 9 Ord Mar 9

EMMETT, GEORGE HENRY HAWKINS, Savile Town, Thornehill, Yorks, Engineer Dewsbury Pet Feb 19 Ord Mar 9

GREENWOOD, THOMAS HARGRAVE, Shipley, Yorks, Painter Bradford Pet Match 6 Ord March 9

HARRIS, JOHN, Middlesborough, Railman Middlesborough Pet March 9 Ord March 9

HOURST, WILLIAM THOMAS, Glossop, Derbyshire, Tailor Ashton under Lyne and Stalybridge Pet March 3 Ord March 6

HOWARD, JOSEPH, Liverpool, Commission Merchant Liverpool Pet Jan 27 Ord March 11

JACOBS, LIONEL, Portsdown rd, Commercial Clerk High Court Pet Feb 18 Ord March 10

MEREDITH, WILLIAM, Boston, Lines, Licensed Victualler Boston Pet March 9 Ord March 9

MITCHELL, EDWARD BARKER, Dalton in Furness, Tin-smith Barrow in Furness Pet Feb 13 Ord March 10

PALMER, WILLIAM, Bruton, Somerset, Surveyor Yeovil Pet Feb 10 Ord March 7

PEACEY, REGINALD DECIMUS, Newcastle on Tyne, Tea Merchant Newcastle on Tyne Pet Feb 12 Ord March 9

POWELL, JOHN FREDERICK, Soho, Birmingham, Hatter Birmingham Pet March 10 Ord March 10

SAFLE, ARTHUR WILLIAM, Kingsthorpe Hollow, Northamp-

ton, Corn Dealer Northampton Pet Jan 22 Ord March 9

SAWEY COOKSON, JAMES FREVILLE, Alford st, Park lane, Gent High Court Pet Dec 19 Ord March 9

SCHOLEY, THOMAS, Kingston upon Hull, Grocer Kingston upon Hull Pet Feb 5 Ord March 11

SHARRATT, FRANK ARTHUR, Droylsden, Lancs, Manufacturing Chemist Manchester Pet March 10 Ord March 10

SMITH, THOMAS EDWARD, Milton rd, South Hornsey, Assistant Schoolmaster Edmonton Pet March 2 Ord March 7

STAUNTON, FREDERICK CHARLES HOWARD, late Churton st, Pimlico High Court Pet Jan 5 Ord March 10

TEMPLE, WILLIAM GEORGE, Denmark Hill, Licensed Victualler High Court Pet Feb 20 Ord March 9

TIMMINS, WILLIAM, and TOWNSEND ROBERT MAYO, Dudley, Fender Manufacturers Dudley Pet Feb 26 Ord Feb 26

TOW, SAMUEL, Cambridge, Fishmonger Cambridge Pet March 9 Ord March 9

TOWARD, THOMAS, Sampsonst, Great Aycliffe, Durham, Platelayer Stockton on Tees and Middlesborough Pet March 9 Ord March 9

UNDERHILL, GEORGE, Great Grimsby, Umbrella Maker Great Grimsby Pet March 9 Ord March 9

WADE, GEOFFREY, Birstall, Yorks, Gear Maker Dewsbury Pet March 1 Ord March 11

WALKER, FREDERICK, Worcester, Licensed Victualler Worcester Pet March 8 Ord March 10

WHARTON, CHARLES HENRY MARIOTTI, Manchester, Barrister at law Manchester Pet Feb 2 Ord March 11

WHITEHEAD, HARRY, Cambridge, Fishmonger Cambridge Pet March 9 Ord March 9

WINGFIELD, JAMES, Sheffield, Grocer Sheffield Pet March 10 Ord March 10

*London Gazette—TUESDAY, March 17.*

RECEIVING ORDERS.

BAILEY, CLAUDIO ROBERT, Chalfont rd, St James's rd, Holloway, Pianoforte Manufacturer High Court Pet Mar 14 Ord Mar 14

BRENNAND, JOHN, Burnley, Grocer Burnley Pet Mar 14 Ord Mar 14

CHAPLIN, WILLIAM, New Humberstone, Leics, Boot Manufacturer High Court Pet Mar 12 Ord Mar 12

CHAPPELL, WILLIAM THOMAS, Penzance, Picture Dealer Truro Pet Mar 9 Ord Mar 9

COOPER, GEORGE, Bradford, formerly Innkeeper's Manager Bradford Pet Mar 12 Ord Mar 12

DAVIES, DAN, Llandover, Carmarthenshire, Flour Merchant Carmarthen Pet Mar 11 Ord Mar 11

DAVIES, FREDERICK, Vanstone pl, Walham Green, China Dealer High Court Pet Mar 12 Ord Mar 12

DAVIES, WILLIAM, Ebbo Vale, Mon, Butcher Tredegar Pet Mar 14 Ord Mar 14

FISHER, JOHN, Leeds, Weaver Leeds Pet Mar 12 Ord Mar 12

GILBERT, WILLIAM, Bishopsgate st, Auctioneer High Court Pet Mar 13 Ord Mar 14

GROOMBRIDGE, GEORGE SIMON, and HERBERT YORKE GROOMBRIDGE, Panner Alley, Paternoster row, Publishers High Court Pet Feb 9 Ord Mar 13

GUILLAUME, ALFRED, Lancaster rd, Enfield, Grocer Edmonton Pet Mar 13 Ord Mar 13

JONES, THOMAS, Hay, Breconshire, Tailor Hereford Pet Mar 14 Ord March 14

MASHEY, JOHN, Coleford, Newland, Glos, Saddler Newport, Mon Pet Mar 14 Pet March 14

MARTIN, RICHARD GEORGE, late of Penarth, Glam, Grocer Cardiff Pet Mar 7 Ord March 12

MCNAUGHT, WILLIAM JOHN, St Paul's rd, Canterbury, Mercantile Clerk High Court Pet March 13 Ord Mar 14

MORRIS, GEORGE, Welshpool, Montgomery, Wine Merchant Newtown Pet March 12 Ord March 12

NEWBERRY, J. COLLIN, Bond st, London, Esq Newtown Pet March 3 Ord March 14

PHILLIPS, EDMUND GEORGE, Southend on Sea, of no occupation Chelmsford Pet March 12 Ord March 12

REYNOLDS, GEORGE EDWIN, Jamaica rd, Bermondsey Grocer High Court Pet March 12 Ord March 12

RIDGE, JOHN HENRY, Appleby, Westmorland, formerly Governor of Ipswich Prison Pet Mar 7 Ord March 7

ROTTY, REGINALD, Bournemouth, Mineral Water Manufacturer Birmingham Pet Feb 14 Ord March 12

SMART, GEORGE FRANCIS, Birkenhead, Grocer Birkenhead Pet March 11 Ord March 11

SPENCER, JOHN, and THOMAS SPENCER, Leicester, Printers Leicester Pet March 13 Ord March 13

STEPHENSON, JAMES, Kingston upon Hull, Cartman's Foreman Kingston upon Hull Pet Mar 12 Ord Mar 12

STEVENS, ROBERT EDWARD, Fordingbridge, Southampton, Grocer Salisbury Pet Mar 14 Ord Mar 14

STEWART, ALFRED, Bristol, Boot Manufacturer Bristol Pet Mar 14 Ord Mar 14

STORE, PETER RILEY, Leeds, Broker Leeds Pet Feb 25 Ord Mar 11

SYMONS, ANDREW REID, Southwark Bridge rd, Engineer High Court Pet Mar 13 Ord Mar 13

THYNNE, BEVILLE GRANVILLE CARTERET, Drayton gardens, Kensington, of no occupation High Court Pet Mar 12 Ord Mar 13

WATERFALL, HENRY, Holbeach Drove, Lines, Poultreer King's Lynn Pet Mar 11 Ord Mar 11

WALTERS, DAVID, and THOMAS WALTERS, Penybank, nr Llanyfach, Glam, Builders Swansea Pet Mar 13 Ord Mar 13

WELSTEAD, STEPHEN JOSEPH, Winton, nr Bournemouth, Builder Poole Pet Mar 11 Ord Mar 11

WEST, JOHN, Bollington, Cheshire, Grocer Macclesfield Pet Mar 13 Ord Mar 13

WHEELER, BENJAMIN, Gloucester, Butcher Gloucester Pet Mar 13 Ord Mar 13

WOOD, R., Vicarage rd, Hampton Wick, Builder Kingston, Surrey Pet Nov 21 Ord Mar 18

The following amended notice is substituted for that published in the London Gazette of March 13.

MORTON, DAVID, Nottingham, Bleacher Nottingham Pet Feb 19 Ord Mar 9

## FIRST MEETINGS.

AIRD, ELIZA, EUGENE ABSOLON, and THOMAS HARPER MEREDITH, Helmet ct, Strand, Printers March 25 at 11 33, Carey st, Lincoln's inn fields

ALLMAN, WILLIAM HENRY, Birmingham, Clothier March 26 at 12 25, Colmore row, Birmingham

BEST, HENRY, JAMES, and JOHN BEST, Dewsbury, Aspalters March 24 at 11 Off Rec, Bank chmrs, Batley

BOYDE, GEORGE MARTIN, Reading, Wheelwright March 24 at 12 Queen's Hotel, Reading

CARTER, ELIAS JOHN, Leicester, formerly Milk Dealer March 25 at 12.30 Off Rec, 34, Friar lane, Leicester

CHAPMAN, WILLIAM, Sawley, nr Ripon, Yorks, Cattle Dealer March 26 at 12 Black Bull Hotel, Ripon

CLARKE, GEORGE, Leicester, Grocer March 25 at 3 Off Rec, 34, Friar lane, Leicester

CLARKE, WILLIAM, Wycombe, Leics, Farmer March 25 at 11 Off Rec, 34, Friar lane, Leicester

COOPER, GEORGE, Bradford, formerly Innkeeper's Manager March 26 at 11 Off Rec, 31, Manor row, Bradford

DAVIES, DAVID, Llanarthen, Cardiganshire, Relieving Officer April 3 at 12.45 Townhall, Aberystwith

DAVIES, LIONEL CARTWRIGHT, Edgware rd, Dentist March 25 at 1 33, Carey st, Lincoln's inn fields

DEWHURST, THOMAS, Lanesborough Bridge, nr Colne, Lancs, Publican March 25 at 2.30 Exchange Hotel, Nicholas st, Burnley

DOVEY, HENRY WALTER, Brighton, Lamp Warehouseman March 24 at 12 Off Rec, Brighton

DUPERROT, JAMES THOMAS, Upper Thame st, Licensed Victualler March 26 at 11 33, Carey st, Lincoln's inn fields

FAWEERT, THOMAS, Darlington, Potato Merchant March 25 at 3 Off Rec, 8, Albert road, Middlesborough

FIELD, WILLIAM, Thorpe le Soken, Essex, Saddler March 26 at 2.30 Townhall, Colchester

FRENCH, FRANCES, Liverpool, formerly Hotel Proprietor March 26 at 3 Off Rec, 35, Victoria st, Liverpool

GROVER, GEORGE THOMAS, Blenheim grove, Peckham, Carriage Builder March 25 at 11 Bankruptcy bldgs, Lincoln's inn

HARRIS, JOHN, Middlesborough, Railman April 1 at 3 Off Rec, 8, Albert rd, Middlesborough

HOLCROFT, GEORGE, Tyddyngrwysid, Trawsfynydd, Merioneth, retired Engineer March 25 at 2.30 Crypt chmrs, Chester

HORTON, CHARLES, Birmingham, Pork Butcher March 25 at 3 25, Colmore row, Birmingham

HUNT, GEORGE HENRY, Gilstead, nr Bingley, Yorks, Solicitor's Clerk March 26 at 11.30 Off Rec, 31, Manor row, Bradford

MARTIN, RICHARD GEORGE, late of Penarth, Glam, Grocer March 25 at 11 Off Rec, 29, Queen st, Cardiff

PAYNE, ALFRED COLSTON EDWARD, Kingswood, Glos, Boot Manufacturer April 2 at 12.30 Off Rec, Bank chmrs, Bristol

RIDGE, JOHN HENRY, Appleby, Westmorland, formerly Governor of Ipswich Prison March 26 at 12 Off Rec, 36, Princess st, Ipswich

SCARLE, WILLIAM, Lowestoft, Fish Buyer April 14 at 10.15 L. Blake, South Quay, Gt Yarmouth

SPAR, JAMES, Abbotts Roothing, Essex, Farmer April 1 at 1.15 Shirehall, Chelmsford

SPENCER, JOHN, and THOMAS SPENCER, Leicester, Printers April 2 at 12.30 Off Rec, 34, Friar lane, Leicester

TOWARD, THOMAS, Gt Aycliffe, Durham, Platelayer April 1 at 3 Off Rec, 8, Albert rd, Middlesborough

WADE, GEOFFREY, Birstall, Yorks, Gear Maker March 24 at 3 Off Rec, Bank chmrs, Batley

WELSTEAD, STEPHEN JOSEPH, Winton, nr Bournemouth, Builder Mar 23 at 12.30 Off Rec, Salisbury

WILLIAMS, W., Cannon st, Timber Merchant March 25 at 12 33, Carey st, Lincoln's inn

WILEMAN, HENRY ST. JOHNS, Crystal Palace pk rd, Sydenham, Financial Agent March 25 at 11 33, Carey st, Lincoln's inn fields

WINGFIELD, JAMES, Sheffield, Grocer March 25 at 3 Off Rec, Figgate lane, Sheffield

YOUNG, CHARLES, Worle, Somerset, Butcher March 24 at 10.30 Bristol Arms Hotel, Bridgwater

## ADJUDICATIONS.

BRENNAND, JOHN, Burnley, Grocer Burnley Pet March 12 Ord Mar 14

CHAPLIN, WILLIAM, New Humberstone, Leics, Boot Manufacturer Leicester Pet March 4 Ord March 13

CHAPPELL, WILLIAM THOMAS, Penzance, Picture Dealer Truro Pet Mar 9 Ord March 9

COOPER, GEORGE, Bradford, formerly Innkeeper's Manager Bradford Pet March 12 Ord March 12

DAVIES, DAN, Llandover, Carmarthenshire, Flour Merchant Carmarthen Pet March 11 Ord March 11

DAVIES, FREDERICK, Vanstone pl, Walham green, China Dealer High Court Pet March 12 Ord March 12

FIELD, JOHN LYON, Parkstone, Dorset, of no occupation Poole Pet Feb 27 Ord March 13

FOWLER, JOSEPH, late Frederick st, St John's Wood High Court Pet Jan 29 Ord March 13

GILBERT, WILLIAM, Bishopsgate st, Auctioneer High Court Pet Mar 13 Ord March 14

GILLET, HENRY, Burford, Oxon, Hotel Keeper Oxford Pet Feb 4 Ord March 13

GRIFFIN, WILLIAM, Torquay, Hotel Proprietor Exeter Pet Feb 19 Ord March 13

HANS, LUTHER, Brighton, Corn Merchant Brighton Pet March 13 Ord March 13

HITCHCOCK, CHARLES, Smisby, Derbyshire, Market Gardener Burton on Trent Pet March 13 Ord March 13

HUNT, GEORGE HENRY, Gilstead, Bingley, Yorks, Solicitor's Clerk Bradford Pet March 12 Ord March 12

IVY, FRANCIS, Plymouth, Licensed Victualler East Stonehouse Pet March 4 Ord March 12

JONES, THOMAS, Hay, Breconshire, Tailor Hereford Pet March 14 Ord March 14  
 LEWIS, JOHN GEORGE, Tunbridge Wells, Baker Tunbridge Wells Pet March 9 Ord March 14  
 MAISY, JOHN, Coleford, Newland, Glos, Saddler Newport, Mon. Pet March 14 Ord March 14  
 MARTYN, RICHARD GEORGE, late of Pemarsh, Glam, Grocer Cardiff Pet March 7 Ord March 14  
 MCNAUGHT, WILLIAM JOHN, St Paul's rd, Canonbury, Mercantile Clerk High Court Pet March 18 Ord March 14  
 MORRIS, GEORGE, Welshpool, Montgomery, Wine Merchant Newton Pet Mar 7 Ord Mar 12  
 NEIGHBOUR, CHARLES, Banbury, Oxon, Coal Merchant Banbury Pet Feb 13 Ord Mar 14  
 RIDGE, JOHN HENRY, Appleby, Westmrid, formerly Governor of Ipswich Prison Ipswich Pet Mar 5 Ord Mar 7  
 RUSSELL, JOHN, Hastings, Range Maker Hastings Pet Feb 26 Ord Mar 12  
 SCARL, WILLIAM, Lowestoft, Fish Buyer Gt Yarmouth Pet Feb 25 Ord Mar 12  
 SMART, GEORGE FRANCIS, Birkenhead, Grocer Birkenhead Pet Mar 11 Ord Mar 12  
 SMITH, WILLIE, Colne, Lancs, Manufacturer Burnley Pet Feb 21 Ord Mar 13  
 SPENCER, JOHN, and THOMAS SPENCER, Leicester, Printers, Leicester Pet Mar 12 Ord Mar 13  
 STEPHENSON, JAMES, Kingston upon Hull, Cartman's Foreman Kingston upon Hull Pet Mar 12 Ord Mar 12  
 STEWART, ALFRED, Bristol, Boot Manufacturer Bristol Pet Mar 14 Ord Mar 14  
 THYNN, BEVIL GRANVILLE CARTERET, Drayton grdns, Kensington, of no occupation High Court Pet Mar 12 Ord Mar 13  
 WATERFALL, HENRY, Holbeach Drove, Lincs, Poulterer King's Lynn Pet Feb 27 Ord Mar 11  
 WALTERS, DAVID, and THOMAS WALTERS, Penybanc, nr Llangyfach, Glam, Builders Swansea Pet Mar 13 Ord Mar 13  
 WARDELL, LEWIS, Bedford pk, Chiswick High Court Pet Dec 23 Ord Mar 13  
 WHEELLER, BENJAMIN, Gloucester, Butcher Gloucester Pet Mar 13 Ord Mar 13  
 WILDOOSE, WILLIAM OSWALD, Buxton, Derbyshire, Milk Dealer Stockport Pet Feb 23 Ord Mar 12  
 WILSON, JOSEPH PHILIP, and EDWIN WILSON, Bradford, Builders Bradford Pet Feb 18 Ord Mar 11

YOUNG, CHARLES, Worle, Somerset, Butcher Bridgwater Pet Mar 2 Ord Mar 12

#### SALES OF ENSUING WEEK.

March 23.—Messrs. BAKER & SONS, at the Black Horse Hotel, Sidcup, Freehold Building Land (see advertisement, March 14, p. 4).  
 March 23.—Messrs. W. F. HOUGHTON, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Properties (see advertisement, March 14, p. 4).  
 March 25.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Corporation Leases (see advertisement, Feb. 28, p. 4).

*All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.*

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